

## TERMS & CONDITIONS OF LIPAULT'S SPRING GIVEAWAY

**Participation to the giveaway is deemed acceptance of these terms and conditions. Participants who do not agree should not proceed with the giveaway.**

### 1. ORGANIZER

Samsonite Europe NV, Westerring 17, B-9700 Oudenaarde (hereafter "Samsonite"), is organizing the giveaway detailed in these Terms & Conditions (hereafter the "Giveaway"), as described in these Terms & Conditions.

### 2. PRIZE

The prize will be the following: lost in berlin cabin suitcase shade yoga green – lost in berlin 24h bag shade yoga green – lost in berlin mini exile backpack shade yoga green – lost in berlin toilet kit shade yoga green, RRP value of 512 £ (hereafter the "Prize").

The value of the Prize indicated above is made is Pounds and based on its value in the United Kingdom. Value may differ in other countries or in other currencies.

The Prize is as stated, and no cash or other alternatives will be offered. The Prize is not transferable to any third-party and cannot be returned. The Prize is awarded "as is" without warranty regarding the underlying services of performance. Samsonite is not responsible for direct or indirect damages that occur as the result of the use or loss of the Prize, regardless of cause. Samsonite reserves the right to substitute the Prize with a prize of an equivalent value should the Prize become unavailable for any reason. Only the winner will receive the Prize.

### 3. ELIGIBILITY

The giveaway is open to all residents of the following countries, that have obtained the legal age (hereafter the "Participant"): United Kingdom.

Directors, officers, management, employees, other staff, authorized agents, distributors and wholesale customers of Samsonite and their immediate family members or any of their affiliated companies or any other persons involved in the making of the Giveaway are not eligible to enter or win.

Any participation not complying with these Terms & Conditions is invalid. Samsonite explicitly reserve the right to refuse or remove a Participant, at its sole discretion, in the event Samsonite determines a Participant does not comply with all rules and regulations as contained herein or as required by applicable law.

4. **ENTRY WINDOW:** The Giveaway is open from April 15<sup>th</sup> at 10:00 CET until April 25<sup>th</sup> at 10pm CET (hereafter the "Entry Window"). Participation to the Giveaway is only valid during the Entry Window.

### 5. PARTICIPATION REQUIREMENTS

The Participants can enter the Giveaway follow the Lipault's Instagram account and comment on the post to inform that you are participating.

Samsonite is not responsible for and will not consider incomplete or incorrect entries. Samsonite will not accept responsibility for entries not received for whatever reason.

## 6. SELECTION OF WINNERS

There will be one “Winner”.

The selection of the Winner will take place on April 28<sup>th</sup>. Samsonite will randomly select a Participant as the Winner of the Prize, by Lipault will randomly select one participant among the ones who entered.

7. **WINNER NOTIFICATION:** The Winner will be contacted by Samsonite on April 14<sup>th</sup> by Instagram Private message and will have to confirm acceptance of the Prize in writing within 48 hours.

If a Winner cannot be contacted or does not confirm in writing acceptance of the Prize within 48 hours of notification, Samsonite reserves the right to withdraw the Prize from the Winner and allocate the prize to another Winner (by following point 6 above at an ulterior date). The original Winner will not be entitled to any compensation.

The Winner shall supply full contact details (name, first name, e-mail and postal address). If, having determined the Winner, doubts appear over the accuracy of contact details provided by the Winner, Samsonite reserves the right to ask a copy of the passport / identity card in order to validate the allocation of the Prize once and for all.

All decisions made by Samsonite are final on all matters relating to the Giveaway. Samsonite will not discuss the Giveaway results and will not enter into any correspondence on the subject matter.

Samsonite will use reasonable efforts to ship the Prize to the Winner who has confirmed acceptance of the Prize and provided the requested contact details with a delivery address in one of the countries eligible for the specific Giveaway, in accordance with these Terms & Conditions.

## 8. TERMINATION OF THE GIVEAWAY

Samsonite shall have the right to deviate from these Terms & Conditions, or to terminate the Giveaway, at any time at its absolute discretion without being liable towards any Participant or any other person, and without notice, in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of applicable law or regulation or any other event outside of Samsonite’s control. Samsonite will not award any prize for the Giveaway which is terminated.

## 9. EXCLUSION OF LIABILITY

Except as specifically set out in these Terms & Conditions and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded. To the fullest extent permitted by law, Samsonite hereby excludes and shall not be liability for any costs, expenses, forfeited prizes, damages and other liabilities, towards any Participant or Winner in connection with or arising out of the Giveaway. Samsonite does not exclude its liability for death or personal injury as a result of its own negligence. By participating to the Giveaway, the Participant agrees to indemnify and hold harmless Samsonite against any and all actions, claims, damages, expenses or liabilities suffered or incurred directly or indirectly by Samsonite as a consequence of any breach or alleged breach, non-performance or non-observation by the Participant of any agreement, conditions, obligation or warranty on the part of the Participant.

In the event that any provision of these Terms & Conditions is held to be illegal, invalid, void or otherwise unenforceable, the remaining provisions shall continue to have full force and effect.

## **10. DATA PROTECTION/PRIVACY POLICY**

By entering the Giveaway, the Participant warrants and undertakes that the information submitted by them is true, accurate and complete. It is a condition of participation to the Giveaway that Samsonite has the right to process the personal data of the Participants and the Winner, for the sole purpose of the execution of Giveaway or as otherwise consented by the Participant when subscribing to the Giveaway. The Participant consents to the use of their personal data by Samsonite.

Please refer to Samsonite's Privacy Policy at <https://www.lipault.co.uk/privacy-policy.html>.

## **11. JURISDICTION**

The legal relationship between Samsonite and the Participants is governed by the applicable laws of Belgium. Any and all legal actions or claims arising in connection with the Giveaway must be brought before a court of competent jurisdiction in Belgium.

## **12. RELEASE**

Samsonite disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Giveaway, and reserves the right, in its sole discretion, to cancel, modify or suspend the Giveaway should a virus, bug, computer problem, unauthorized intervention or other causes beyond its reasonable control, corrupt the administration, security or proper play of the Giveaway.

By participating in the Giveaway, Participants agree that no claim shall be asserted against Samsonite, its affiliates or any of its respective directors, officers, employees or agents in respect of any damages, rights, claims or actions of any kind whatsoever that result from their participation to the Giveaway and/or acceptance and enjoyment of the Giveaway Prize.

The Giveaway is void where prohibited. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with the Giveaway are hereby excluded and any Participant expressly waives any and all such rights.

## **13. THIRD PARTIES**

The Giveaway is in no way sponsored, endorsed or administered by, or associated with, Instagram or any third parties.