

# Terms and Conditions of Participation

## Prize competition “Elan Adventure Black Skis”

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### I. Basic data on prize competition

#### Article 1

These rules set out the method for implementing and terms for participation in the prize competition titled "Elan Adventure Black Skis" (hereinafter referred to as: the prize competition).

#### Article 2

The organizer of the prize competition is ELAN, d.o.o., Begunje na Gorenjskem 1, 4275 Begunje na Gorenjskem, Slovenia (hereinafter referred to as: the organizer).

#### Article 3

The prize competition is a prize game intended for promotional purposes of the organizer's ski trademark "Elan".

### II. Duration of the prize competition

#### Article 4

The prize competition shall take place worldwide.

The contest runs from December 1<sup>st</sup> 2016 until February 15<sup>th</sup> 2017 (23:00 CET)

### III. Participants and terms of participation

#### Article 5

(1) A participant of the prize competition may be any person who meets the following conditions:

- Is at least 18 years of age;
- Has correctly and completely completed the required personal data in the web application;
- By confirmation in the web application he/she has adopted the relevant rules, thereby deeming that he/she agrees therewith.

(2) Persons involved in the Elan organization, marketing and performance of the prize competition may not participate in the prize competition.

#### Article 6

The program payment for buying the prototype skis will not increase your chances of winning.

#### Article 7

(1) The prize competition involves participants who, during the prize period on the website [precision.elanskis.com](http://precision.elanskis.com) provide the required data (first name, last name, email, address, city, postal code, state, country, shop you work at, or ski area affiliation, video link, name your video, photo caption and photo upload).

(2) Multiple entries are allowed. One user can post unlimited videos or photographs. Use of any automated system to participate is prohibited and will result in disqualification. Organizer is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any entry, the authorized account holder of the email address will be deemed to be the registrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

(3) The video presentation must be done with an Elan Ibex product from the 2017/2018 season.

(4) Participants agree that once you submit your submission it becomes property of the sponsor.

(5) Submission may not depict nudity, animal cruelty, or illegal activity or substance, or offensive or obscene subject matter as determined in Sponsor’s sole discretion.

## **IV. Winners and prizes**

### **Article 8**

(1) After the completion of the prize competition the organizer and the jury shall determine the winner of the competition. The winner will be announced on February 20 , and the winner will also be posted on the website and social media channels.

(2) The winner shall be final. Appeals against a drawing are not possible.

### **Article 9**

If a winner is selected for a prize, for which the entrant, based on these rules, fails to meet the conditions required for prize competition participants and/or fails to meet the conditions for prize acceptance, a replacement winner shall be selected for that prize.

### **Article 10**

(1) Winners shall be listed on the website [adventure.elanskis.com](http://adventure.elanskis.com), [www.elanskis.com](http://www.elanskis.com) and social media channels.

(2) The winner shall be notified by the organizer also via the email the participant submitted when registering into the application at the website.

### **Article 11**

A condition for the acquisition of a prize is that the winner must meet the conditions for prize competition participation and that he/she confirms the acceptance of the prize to the organizer in writing and forwards its personal data (first name, last name address, shop or ski area affiliation).

### **Article 12**

Winners shall be notified of the precise date of prize acceptance and its delivery after they have forwarded all the data required for delivery to the listed email address.

## Article 13

Should the winner not meet the participant conditions or conditions for prize acceptance specified in the rules or rejects acceptance of the prize or fails to accept the prize within the specified deadline or fails to forward the required information within the deadline from the notice, it shall be deemed that he/she does not wish to accept the prize thus releasing the organizer of the prize competition in relation to the winner from all obligations under this prize competition.

## Article 14

(1) The following prizes shall be awarded in the prize:

1. Overall prize: 2 day all-expense-paid trip to Slovenia, including:
  - The accommodation for two nights of the organized trip hotel (double room hotel)
  - The meals during the organized trip
  - Airfare (round trip ticket in economy class) to trip destination (the market value of the transport is not included in the prize)
  - Assembly of his own pair of Elan Ibex skis
  - A touring trip in the Slovenian mountains with a certified Elan guide

**The organizer will not pay for: drinks, personal expenses and gratuities, costs of the winner's transportation from his home to the nearest railway station or the nearest international airport.**

(2) Prizes shall be received by the winners determined in accordance with these rules and shall not be transferable to others.

(3) Prizes cannot be converted into or paid out as cash.

(4) The organizer guarantees the delivery of the prizes.

(5) If less than 10 video and/or photo presentations are submitted during the contest dates a winners will not be drawn.

## Article 15

Tax liabilities deriving from the prize shall be settled by the winner at its own expense. All expenses and costs associated with accepting the prize will be the sole responsibility of Prize Winner. Winner is solely responsible for his/her own conduct while accepting the prize and agrees to comply with all applicable laws and regulations pertaining to use and enjoyment of the prize, including, but not limited to, state and federal tax requirements. Organizer will not replace any lost, mutilated, or stolen prizes.

## V. Personal data protection

### Article 16

All data subjects are given notice that their data is being collected. The participants of the prize competition explicitly agree that the organizer of the prize competition uses their personal data, which are forwarded by the participants within the scope of participation in the prize competition for the purposes of the prize competition and its marketing activities (information about products,

services, prize games and contests and other promotional activities of the organizer of the prize competition). Data shall be used only for the purpose stated.

### **Article 17**

The participant of the prize competition or his/her legal representative may withdraw his/her consent for the use of personal data for the purpose of marketing activities with a notice sent to the email address of [info@elan.si](mailto:info@elan.si). In the event of consent withdrawal referred to in this paragraph, the organizer and contractor shall ensure the deletion of personal data no later than 15 days of accepting the notice of withdrawal. Data subjects can contact the organizer on its email address [info@elan.si](mailto:info@elan.si) and make corrections to any inaccurate data.

### **Article 18**

The winner explicitly allows the organizer of the prize competition to publish his/her name and surname in the mass media, social media and on the web with the purpose of communicating the results of the prize competition or acceptance of prizes.

### **Article 19**

Data will not be disclosed without the data subject's consent. All personal data obtained from prize competition participants shall be protected in accordance with the provisions of this section, the Consumer Protection Act, the Rules on the Protection of Personal Data and may not be disclosed to third parties or used for other purposes by the organizer without the consent of the individual concerned. Collected data shall be kept secure from any potential abuses.

## **VI. Access to prize competition rules**

### **Article 20**

Prize competition rules shall be published on the website [adventure@elanskis.com](http://adventure@elanskis.com) and will be available and subject to viewing by all participants throughout.

## **VII. Other provisions**

### **Article 21**

By participating in the prize competition participants confirm that they are familiar with the prize competition rules and also accept and agree with them. In the event of any dispute or uncertainty arising, these rules are considered primary relative to all other potential publications, either in written, electronic, or other form. The authentic interpretation of these rules shall be determined solely by the organizer.

### **Article 22**

The organizer shall not take into account late, incomplete, or erroneously completed applications to participate in the prize competition. The organizer reserves its right to reject or remove any entry from the competition at its own discretion. The decision of the organizer of the prize competition on all issues associated with the prize competition shall be final and apply to all participants.

### **Article 23**

All participants agree that all the submitted material can and will be used by the organizer for their promotional activities.

### **Article 24**

The organizer of the prize competition reserves their right to amend these rules, if so required with respect to legal, technical or commercial reasons. Any amendments to these rules shall be communicated to participants through an announcement on the website [www.elanskis.com/showntell](http://www.elanskis.com/showntell). Continued participation in the prize competition after the announcement of potential amendments to rules shall be deemed as an acceptance of and agreement with such amendments.

### **Article 25**

All potential disputes arising from the prize competition that cannot be resolved amicably shall be resolved by the competent court in Kranj, Slovenia.

These rules enter into force as of the day of adoption, this being 6<sup>th</sup> of December 2016.

Prize competition organizer:

ELAN, d.o.o., Begunje na Gorenjskem 1, 4275 Begunje na Gorenjskem, Slovenia