

## **GENERAL TERMS & CONDITIONS**

TALLY WEIJL Trading AG, with its registered office at Viaduktstrasse 42a, CH-4051 Basel, Switzerland, company number: CHE-116.277.542 VAT (hereinafter: the Organizer or TALLY WEIJL) organizes the following contest.

All Tally Weijl customers who have reached the age of 18 are eligible to participate. Employees of Tally Weijl are not eligible to participate.

Participation in this contest is free and no purchase is required. Internet access, an email account and a smartphone with a Tally Weijl app installed are required.

The contest will be announced to participants in TALLY WEIJL stores, on social media channels and on the organizer's website at <https://www.tally-weijl.com>. The conditions of participation can be viewed on the one hand in the Tally Weijl App and on the other hand on the organizer's website/landing page at <https://www.tally-weijl.com/competition>.

### **1 - ADVERTISING PERIOD**

The contest is active from 14/04/2023 to 10/05/2023, 12:00 CET.

### **2 - REGISTRATION AND PARTICIPATION**

To participate in this contest, participants must first register by uploading or opening the Tally Weijl app on their smartphone, entering the requested information on the contest landing there and confirming their participation by clicking on the corresponding icon. Once they have registered, participants must post a photo of their "Tally outfit" on their Instagram profile under the hashtag #TotallyUnstoppable.

### **3 - SELECTION OF THE WINNER**

After evaluating the photos of the participants on Instagram, the winner will be determined by 10.05.2022.

### **4 – PRIZE**

The winner of the competition will receive a 7 nights cruise trip through the Mediterranean Sea for herself & her accompanying person of choice. The trip may be taken by the winner with a person of her choice. The winner must inform Tally Weijl by 11.05.2023 at the latest if she's able to take the trip at given date provided by Tally Weijl. Otherwise, the prize will be forfeited without substitution. The trip will take place from 06.06.2023 until 13.06.2023. More details regarding the cruise can be found below:

CRUISE LINE: MSC MAGNIFICA

- PORT OF DEPARTURE: Genoa

- DATES: June 6 - June 13 / 7 nights - FIXED DATES NOT CHANGEABLE

- ITINERARY: Genoa - Civitavecchia - Livorno - Valencia - Terragona (Barcelona) - Toulon - Genoa

Transportation and accommodation will be organized/booked by Tally Weijl & Bluvacanze Travel Agency.

Tally Weijl is not responsible for any taxes, customs duties or other costs incurred for or associated with the receipt of any prize. Tally Weijl also will not compensate for any prize that cannot be redeemed or received by the winner due to customs or other local regulations.

The Winner is responsible for self-declaring and paying all applicable taxes and duties that a prize triggers in its jurisdiction. The prize is non-transferable and the prize cannot be claimed in cash or exchanged for another prize or arrangement. However, Tally Weijl reserves the right to change, withdraw or substitute a prize with another prize or arrangement in the event of unforeseen circumstances or circumstances beyond its control.

## **5 - WINNER NOTIFICATION**

The winner will be notified by direct message (email or phone) no later than 10/05/2023.

## **6 - PRIVACY POLICY**

The personal data provided by the participants will be stored and used by the organizer and Tally Weijl group companies, suppliers and contractors to the extent necessary for the implementation and administration of this competition. The data processor for the operations related to the contest is:

Tally Weijl Trading AG,

Viaduktstrasse 42

4051 Basel/Switzerland.

By participating in the Contest, Participants are deemed to accept and be bound by these Terms and Conditions and to have consented to the transfer and processing of their personal data by the Organizer for the purposes of this Contest. The Participant must accept the Organizer's Privacy Policy in order to participate.

## **7 - GENERAL**

By entering this contest, the winner agrees to allow the promoter to use her name for promotional purposes.

The winner agrees to participate in any reasonable publicity required by the Promoter. The Promoter accepts no responsibility for any damage, loss or injury (including indirect or consequential loss) suffered by any entrant as a result of entering the Promotion or accepting any prize. However, Promoter's liability for death or personal injury resulting from its negligence is not excluded.

All registrations must be made by the participants themselves. Bulk submissions from companies, consumer groups or third parties will not be accepted. Incomplete or illegible entries, entries using macros or other automated means (including systems that may be programmed to accept entries), and entries that do not fully comply with the requirements of these Terms and Conditions will be disqualified and will not be counted. If an entrant is found to be using one or more computers to circumvent this requirement, for example, by using scripts, brute force methods, masking his or her identity by manipulating IP addresses, using identities other than his or her own, or other automated means to increase that entrant's number of entries in the Promotion in a manner inconsistent with the purpose of the Promotion, that entrant's entries will be disqualified and any prize award will be void. The Promoter is not responsible for any technical problems or human error that may cause a registration, entry or entry not to be received, to be lost or damaged, or for the destruction or alteration of data or unauthorized access to the Website.

The Promoter's decisions in relation to all aspects of this promotion are final and no correspondence will be entered into. The Promoter reserves the right to withdraw, modify, cancel or suspend any part of a prize if that part becomes unavailable due to circumstances beyond its control. The

Promoter shall not be responsible or liable to the Winner if all or any part of a prize is unavailable or has to be modified or cancelled for any reason. In the event of unforeseen circumstances, the Promoter reserves the right to substitute a prize or any element of the prize with an alternative of equal or greater value.

The Organizer is not responsible for any actions of third parties. This contest is subject to all applicable laws and regulations and is void if local laws or regulations prohibit participation. It is the entrant's responsibility to ensure that she is eligible to participate. If any act, omission, event or circumstance beyond the control of the Organizer occurs which prevents the Organizer from complying with these Terms and Conditions, the Organizer shall not be liable for any failure or delay in complying with its obligations. If this Contest is disrupted in any way or cannot be conducted as expected for reasons beyond the control of the Promoter, such as. war, terrorism, emergency or disaster (including natural disasters), infection by computer virus, bugs, tampering, unauthorized intervention, technical failure, or any other cause affecting the administration, security, fairness, integrity or proper conduct of this Contest, the Promoter reserves the right, in its sole discretion and to the fullest extent permitted by law, to (a) disqualify any Contestant; or (b) subject to written instructions from a regulatory authority, modify, suspend, terminate or cancel this Contest, as appropriate.

This contest is in no way sponsored, endorsed or administered by or associated with Instagram, Tiktok, Facebook or LinkedIn. This contest is subject to Swiss law and the exclusive jurisdiction of the courts of Basel/Switzerland.