

# TERMS AND GUIDELINES

## Guylian NV

### Win a weekend at the seaside

#### Article 1. General

These rules apply to the "**Win a weekend at the seaside**" competition, hereinafter referred to as the "**Competition**".

The Competition is organised by **Guylian NV**, with registered address at Europark-Oost 1, 9100 Sint-Niklaas registered in the Belgian Crossroads Bank for Enterprises under enterprise number BE 0405.986.273, hereinafter referred to as the "**Organiser**".

These rules relate, among other things, to the conditions for participation in the Competition and the course of the Competition. The mere fact of taking part in the Competition implies full acceptance by the participant of all the terms and conditions of these Competition Rules.

#### Article 2. Duration

The competition starts on January 24<sup>th</sup> 2024 and ends on February 14<sup>th</sup> 2024.

The Organiser reserves the right to extend the Competition.

#### Article 3. Conditions of participation

The Competition is a game without any purchase obligation.

All natural persons may participate in the Competition, with the exception of staff members and directors of the Organiser and any partners involved in the organisation of the Competition (e.g. marketing agency). The same applies to first-degree relatives of such persons and persons residing at the same address as such persons.

Participants in the Competition must have their place of residence within the following area:

UK

Minors (i.e. persons under 18 years of age) can only validly participate in the Competition if they have the prior consent of their legal representatives (parents or guardians) to participate in the Competition. Participation in this Competition implies this consent. The Organiser has the right to request written confirmation of this consent.

A participant can participate in the Competition an unlimited number of times.

#### **Article 4. Personal Data**

The following personal data will be requested from each participant in order to validly participate in the Competition:

- his or her name (first name and surname)
- email address
- the participant's home address

The personal data provided will be used solely for the purposes of organising the Competition and will be processed in accordance with the Organiser's Privacy Statement (available at <https://www.guylian.com/privacy-policy/>) and applicable privacy protection legislation (including Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data (GDPR)).

Only if the participant grants his or her express consent with the processing of personal data for other purposes, the Organiser will be authorised to contact the participant in connection with promotions, offers, information, competitions, etc., depending on the consent given. Participants may at any time access their personal data or request its correction or deletion in the manner set out in the Organiser's Privacy Statement (see above for link).

Providing false, incomplete or incorrect data may result in the exclusion from participation of the person concerned.

#### **Article 5. Competition process**

You can participate via our website <https://www.instagram.com/guylian.UK>

The competition mechanism is as follows:

Like our page, share a photo or video publicly on your Instagram Story with your loved one or someone you love and tag guylian.UK

To validly participate and thus have a chance to win the prize, the participant must correctly follow the competition process.

#### **Article 6. Designation of the winner**

All winners are then designated:

The person who shared the most beautiful photo or video or wrote the most beautiful motivation with the photo or video.

Winners will be notified after the conclusion of the Competition as follows:

Via direct message on Instagram.

If claiming or redeeming a prize requires any action by the winner within a certain time, he or she will lose his or her right to the prize and the prize will remain the property of the Organiser. The Organiser reserves the right to select a new winner, taking into account the course of the competition and the designation mechanism of the winners.

### **Article 7. Prize**

The prize to be won as part of the Competition is:

1x Hotel Voucher from hotelgift worth €100

All prizes are personal and not transferable to third parties. The winner cannot exchange or redeem the prize (e.g. for cash or another prize).

### **Article 8. Fraud and abuse**

Guylian NV is monitoring the correct conduct of the Competition.

One or more participants who in any way, together or alone, manipulate or fraudulently increase their chances of winning may be excluded from participation.

The Organiser also reserves the right to exclude a participant from participation in the Competition if he or she violates the terms of these Competition Rules or any applicable law. The Organiser cannot be held liable for this.

### **Article 9. Communication**

The prize winner grants permission to the Organiser to use his or her name and/or image (by photo or video) as part of any communication or promotion by the Organiser regarding the Competition (including via social media channels).

### **Article 10. Liability**

Participation in the Competition is entirely at the participant's own risk. As such, the Organiser may under no circumstances be held liable for any direct or indirect damage incurred by a participant as a result of taking part in the Competition and receiving and/or using or failing to receive a prize.

Furthermore, the Organiser cannot be held responsible for any technical failure, lack of network connection or unsuccessful participation.

Furthermore, the Organiser reserves the right to terminate, modify, postpone, cancel or interrupt the Competition, in part or in full, due to reasons of force majeure, due to other causes beyond the Organiser's control (such as, but not limited to, technical incidents or breakdowns) or if legal reasons in any jurisdiction would compel it to do so. In such a case, the Organiser will not bear any liability and participants will not be liable for any compensation.

## **Article 11. Intellectual property rights**

If participation in the Competition requires the participant to submit an entry (image, sound, etc.), the participant guarantees that this entry will not infringe any rights, including but not limited to intellectual property rights and privacy rights, of third parties. The participant thus guarantees to have obtained the consent of the owners of the images or of the persons who would be heard in or seen on the submission. The participant indemnifies the Organiser against claims by third parties in this regard.

The participant further agrees that his or her entry will become the property of the Organiser. The participant hereby waives any rights, including but not limited to intellectual property rights (e.g. copyright), in such material. The participant grants the right, unrestricted in time and space, to the Organiser to modify and use the Submission in any manner whatsoever without any compensation or new prior consent of the participant.

## **Article 12. Contact**

A participant may contact the Organiser with questions or comments about the Competition in the following manner:

via the contact form on the website or to [marketing@guylian.be](mailto:marketing@guylian.be)

However, the Organiser will not deal with disputes relating to the wording or interpretation of the instructions and/or questions under the Competition.

## **Article 13. Validity**

If one or more provisions of these Competition Rules are declared null and void, illegal or unobjectionable, this shall not affect the validity of the remaining provisions of this agreement. The provision in question must then be interpreted and/or replaced by a valid provision with the same purpose and effect or by a similar provision that is as close as possible to the provision in question.

## **Article 14. Disputes**

The Organiser and the participant shall attempt to resolve any disputes relating to this Competition or the interpretation of these Competition Rules amicably. If they do not reach a solution, the dispute must be submitted to the competent courts of the judicial division where the Organiser's registered office is located. They will have exclusive jurisdiction to do so.

## **Article 15. Applicable law**

These Competition Rules are subject to Belgian law.

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*These Competition Rules are dated 19 January 2024.*