

COMPETITION RULES – ‘Competition IT-bag’

Article 1. General

These rules apply to the ‘Competition IT-bag’ competition, hereinafter referred to as the ‘Competition’.

The Competition is organised by limited liability company (NV) Xandres, with its registered address at Nijverheidsstraat 20, 9070 Destelbergen, registered with the Belgian Crossroads Bank for Enterprises under company number 0639.856.936, hereinafter referred to as the ‘Organiser’. In some cases, the Competition is also organised in cooperation with a third party, referred to as the ‘Competition’partner’, who offers the prize or prizes to the participant(s). However, the Organiser remains responsible for the organisation and conduct of the Competition.

These rules relate, among other things, to the conditions for participation in the Competition and the conduct of the Competition. Participation in the Competition implies full acceptance by the participant of all the terms and conditions of these Competition Rules.

These rules can be viewed on the Organiser's website, www.xandres.com, or requested from the Organiser via email.

The Organiser reserves the right to make changes to the rules at any time, without prior notice and without obligation to justify its decision. Any such changes will apply to each participant and will be published on the Organiser's website or social media channels.

The Organiser reserves the right to discontinue the Competition at any time, without prior notice and without obligation to justify its decision, if it is confronted with fraud and without the obligation to provide any compensation to the participants.

Article 2. Duration

The Competition starts on December 12th 2023 at 9 am and ends on December 31st 2023 at 11:59 pm.

The Organiser reserves the right to extend the Competition.

Article 3. Conditions of participation

The Competition is a game without any purchase obligation.

All individuals may participate in the Competition, except for 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 individuals and those residing at the same address as such individuals. Competition participants must have their place of residence in the following area: All countries where Xandres delivers. These countries can be found on https://www.xandres.com/be_en/faq-delivery-returns

The following are also excluded from participation in the Competition:

The staff members of Xandres nv

Minors (i.e. persons under 18 years of age) can only validly take part in the Competition if they have the prior consent of their legal representatives (parents or guardians) to take part 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 only once. Participating more than once will result in the participant's overall exclusion from the Competition.

Article 4. Conduct of the Competition

You can enter the competition through the ten Xandres shops or online via the competition form.

The Competition procedure is as follows:

In the form, the participant fills in his personal details (surname and first name, email address), point of sale from where the participant is

participating, the participant then fills in a knowledge question. The participant subsequently fills in a tie-breaker question.

For valid participation and a chance of winning the prize, the participant must correctly follow the conduct of the Competition.

Article 5. Determining the winner

The winners are indicated as follows:

One winner will be designated per outlet, in total there are 11 winners. There are ten physical outlets and one online outlet, 11 handbags will be awarded.

The winners must:

1. Have got the knowledge question correct
2. For each outlet, we identify the person closest to the answer of the tie-breaker question

The winner will be notified by email on 17/09/2024.

If claiming or redeeming a prize requires further action by the winner within a certain period, they lose the right to the prize and the prize remains the property of the Organiser. The Organiser reserves the right to select a new winner, taking into account the conduct of the Competition and the system for the declaration of the winner.

Article 6. The prize

The prize to be won in the Competition is:

11 x Capucine handbag (colour:black)

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

Article 7. Personal data

The following personal data will be requested from each participant for the valid participation in the Competition:

- first name and surname of the participant
- email address of the participant

The winner of the contest will also be asked for address information in order to send the prize.

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.xandres.com/be_nl/privacy) and the applicable privacy protection legislation (including Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data (GDPR)).

Only if the participant expressly consents to the processing of personal data for purposes other than the organisation of the Competition will the Organiser be authorised to contact the participant for Competitions, offers, information, competitions, etc., subject to the consent given. Participants may 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) at any time. Providing false, incomplete or incorrect data may result in the person concerned's exclusion from participation.

Article 8. Fraud and abuse

The Organiser oversees the proper conduct of the Competition.

The Organiser reserves the right to exclude participants from participating in the Competition in any of the following cases:

1° One or more participants who in any way, together or alone, manipulate or fraudulently increase their chances of winning;

2° Participants acting in breach of the conditions of these Competition rules or any applicable legislation. The Organiser cannot be held liable for this;

3° Participants who provide false, incomplete or incorrect

personal data;

4° The use of pirated software, automation of the entry fields, automatic publication, forging of the form or any other software or method that allows multiple participations or automation of participation is prohibited and may lead to immediate exclusion from the competition and legal action for engaging in internet piracy;

5° Participants displaying trademarks, trade names or logos/slogans of companies other than the Organiser when submitting/participating in the Competition.

Article 9. Communication

Participants in a Competition consent to the Organiser using their name, account name and/or image (photo or video) free of charge as part of any communication or publicity by the Organiser for the Competition (including the use of all social media channels of the Organiser) without their being entitled to any additional compensation for such use.

Article 10. Liability

Participation in the Competition is entirely at the participant's own risk. As such, the Organiser may in no circumstances be held liable for any direct or indirect damage incurred by a participant as a result of participation in the Competition and the receipt and/or use of a prize or any faults in it, except in the case of deliberate or gross negligence on the part of the Organiser or its employees.

The Organiser cannot be held responsible for any technical faults, lack of network connection or failed participation.

The Organiser reserves the right to terminate, modify, postpone, cancel or interrupt the Competition, in part or its entirety, due to reasons of force majeure, 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 entitled to any compensation.

Article 11. Intellectual property rights and image rights

If participation in the Competition requires the participant to submit an entry (texts, drawings, images, sounds, etc.), the participant guarantees that this entry will not infringe any rights, including but not limited to intellectual property rights, privacy rights and image rights of third parties. The participant thus warrants that he or she has obtained permission from the owners of the images or texts or from the persons who would be heard or seen in the entry. The participant indemnifies the Organiser against claims by third parties in this regard.

The participant further agrees that their 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), to such material. The participant grants the free right, unlimited in time and space, to the Organiser to copy, save, distribute, publish or publicly communicate the entry in any form or to modify and use it in any way, without any compensation or new prior consent of the participant.

Article 12. Contact

A participant can contact the Organiser with questions or comments about the Competition in the following ways:

Via the contact form on the website or by email to customer@xandres.be

However, the Organiser will not deal with disputes relating to the wording or interpretation of instructions or questions or the participant's choice within the context of the Competition.

Article 13. Validity

If one or more provisions of these Competition Rules are declared null and void, illegal or unenforceable, this shall not affect the validity of the remaining provisions of these Competition Rules. The provision in question should then be interpreted and/or replaced by a valid provision with the same purpose and effect or by a similar provision 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, without prejudice to the jurisdiction of the courts of the participant's place of residence.

Article 15. Applicable law

These Competition Rules are subject to Belgian law.

These Competition Rules are dated 5 September 2024