

# TERMS & CONDITIONS OF SAMSONITE LITTLE GUEST CONTEST

## 1. INTRODUCTION:

SAMSONITE EUROPE N.V., Westerring 17, 9700 Oudenaarde, Belgium, is organizing the Little guest x Samsonite Contest, hereafter “the Contest”, as described in these terms and conditions.

## 2. ELIGIBILITY:

No purchase is necessary. The Contest is open to all residents of the following countries, that have obtained the legal age, hereafter “The Participant(s)”: Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Hungary, Ireland, Luxembourg, Norway, Poland, Spain, Sweden, Switzerland, The Netherlands, United Kingdom.

Directors, officers, management, employees, other staff, agents, distributors and wholesale customers of SAMSONITE and family members thereof or any of its affiliated companies or any other persons involved in the making of this Contest are not eligible to enter this Contest. Any participation not complying with these terms and conditions is invalid. SAMSONITE explicitly reserves 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. It is not the responsibility of SAMSONITE to ensure that the Contest participation requirements and use of personal information do not contravene the laws and regulations of any country of residency of participation, where it is being received or viewed. For the mentioned reason, all responsibilities relating to the participations to the Contest will be borne by the Participants who, it is understood, participate under their own responsibility and risk. In the event that any misfortune or damage should be experienced on the side of the Participant(s), SAMSONITE will not be responsible.

## 3. ENTRY WINDOW:

The Contest is open from 29 July 2020 AT 1 a.m. until 12 August 2020 at 11:59 p.m. CET (hereafter “the Contest Period”). Participation is only valid during the Contest Period.

## 4. HOW TO PARTICIPATE:

The Participants can enter the Contest on Facebook

(<https://www.facebook.com/samsoniteofficial>) and on our website [www.samsoite.eu](http://www.samsoite.eu).

1. To enter the Contest, the Participant must fill in a form with personal information and accept the Contest’s terms and conditions. It has to click on the ‘Enter the contest’ button to start the contest.
2. The participant has to answer both questions

## 5. WINNER NOTIFICATION

SAMSONITE will announce the winner on 17th of August 2020; The first persons that answers the first question correct and is closest to the second question wins. Where Participants are tied for the second question, the Participant whose Contest participation form was registered the earliest will be the winner. This will be determined by time stamping via the application. SAMSONITE reserves the right to announce the winners via e-mail, Facebook & website. The winner will be advised by e-mail sent to the e-mail address given when participate to the Contest. Any change in e-mail/physical address may be sent to [info@samsonite.com](mailto:info@samsonite.com). If, having determined the winners, 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. The winners should confirm that he accepts the prize and the conditions for allocating the prize, by replying to the confirmation e-mail within 3 days from receiving it. He should supply his full contact details (name, first name, e-mail and postal addresses). Failure to confirm acceptance of the prize and to provide the required information within the stated timescale will result in the winner losing the right to claim the prize and its reallocation to a new winner. Upon prize forfeiture, no payment or other compensation will be made to the original potential winner. The announcement date may be delayed due to unexpected circumstances. Decisions made by SAMSONITE are final on all matters relating to the Contest. SAMSONITE will not discuss the Contest results and will not respond to any requests for comments on this subject.

## **6. PRIZES:**

SAMSONITE will announce the winner on 17th of August 2020, among all eligible Participants received to win a prize based on the following criteria: the participant that answers the first question correct and is closest to the second question on 12 August 2020 at 11:59 p.m. If 2 or more Participants have the same answer, SAMSONITE will select the Participant who registered earliest as the winner of Contest.

The prizes cannot be returned and cannot be taken as cash. Each 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 owner of the Facebook account or e-mail address will receive a prize.

- Contest Prize:

- Magnum suitcase set existing out:
  - 1x 55cm case
  - 1x 69cm case
  - 1x 75cm case
- 2 nights at the The Domaine des Étangs for a family of 2 adults and 1 child (under 17 years old) in a prestige room for a value of approximately 2000€ (depending on the season). Breakfast is included. The nights will be valid until the 1st of July 2021 and are subject to the hotel availabilities. In the event that the winner does not use its nights before the 1<sup>st</sup> of July 2021, the free nights will be lost. Travel, transfers and other charges are extra fees.

## **7. PARTICIPATION CONDITIONS:**

Participants accept that:

- The participation to the Contest must be fully complete and in accordance with the Contest’s terms and conditions (The Participants have to fill in all the required fields) and received before the end of the Contest Period to be eligible for the prize drawings.
- Use of computer programs and/or other automated devices to enter the Contest is prohibited.

- SAMSONITE's decisions as to the administration and operation of the Contest and the selection of the potential winners are final and binding in all matters related to the Contest and is not open for discussion with SAMSONITE.
- At the time of participation, Participants are deemed to have read, understood and be in agreement with the Terms and Conditions of the Contest. If they do not agree with them, they should not proceed with the Contest. By continuing to participate in this Contest, they agree to be bound by these Terms and Conditions.
- SAMSONITE retains the right to exclude Participants from participating in the Contest and to delete participations from <https://www.facebook.com/samsoniteofficial/> and the SAMSONITE's website [www.samsonite.eu](http://www.samsonite.eu), if these are not in line with these terms and conditions.

#### **8. TERMINATION OF THE CONTEST:**

Samsonite has the right to vary these Terms, or terminate the Contest, at any time at its absolute discretion without liability to any entrant or other person. Samsonite will not award any prize if the Contest is terminated

#### **9. EXCLUSION OF LIABILITY:**

Except as specifically set out herein 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 have any liability to any entrant or prizewinner in connection with or arising out of the Contest howsoever caused, including for any costs, expenses, forfeited prizes, damages and other liabilities, provided that nothing herein shall operate so as to limit or exclude Samsonite's liability for personal injury or death caused by negligence. By entering the Contest, the entrant indemnifies Samsonite against any and all actions, claims, damages, expenses or liabilities suffered or incurred directly or indirectly by Samsonite in consequence of any breach or alleged breach, non-performance or non-observation by the entrant of any agreement, conditions, obligation or warranty on the part of the entrant herein. In the event that any provision of these Terms are held to be illegal, invalid, void or otherwise unenforceable, it shall be severed from the remaining provisions which shall continue in full force and effect.

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

By entering the Contest entrants warrant and undertake that the information submitted is true, accurate and complete. It is a condition of entry to the Contest that we have the right to communicate to the public the names and countries of prize winners. Entrants hereby agree to such communication of their information. We may use information (including personal data) entrants provide by entering the Contest for the purposes of running the Contest. Little Guest will use the winner's data to contact him/her to organize the stay at the Domaine des Étangs and will share personal information of the winner with the hotel.

#### **11. JURISDICTION:**

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 this Contest must be brought in 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 this Contest, and reserves the right, in its sole discretion, to cancel, modify or suspend this Contest should a virus, bug, computer problem, unauthorized intervention or other causes beyond the Organizer's control, corrupt the administration, security or proper play of this Contest. By participating in this Contest, 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 this Contest and/or acceptance and enjoyment of the prizes. The Contest 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 this Contest are hereby excluded and any Participant expressly waives any and all such rights.

13.AGREEMENT: By entering the Contest Participants agree to abide by all rules. The Contest terms and conditions are supplied to provide clarity. Please do not hesitate to contact us, via [info@samsonite.com](mailto:info@samsonite.com), if you have any questions or remarks.