

Preamble

The company Columbia Sportswear International SàRL, hereafter "Columbia Sportswear", whose registered office is located at the 12 avenue des Morgines, 1213 Petit-Lancy, Switzerland, and which is being registered with the Trade Registry of Geneve – CH - under the number CHE-109.327.376, sets up an online game with the assistance of Vanksen.

The organized game, hereafter referred to as the "Game", is a free online game contest with no purchase obligation. The Game will take place from the 01/12/2016 10AM to the 06/12/2016 11:59PM.

This Game is free and without any purchase obligation. By taking part in the game on Columbia Sportswear's Facebook page or the website <u>http://play-columbia.com/manchesterunited</u> and giving the right answer to the question, people are allowed to take part in the draw which allows one (1) participant to win a Columbia Jacket MEN'S BARLOW PASS 550 TURBODOWN[™] QUILTED JACKET - MANCHESTER UNITED.

The Game is available on the following website: <u>http://play-columbia.com/manchesterunited</u> from the 01/12/2016 10AM to the 06/12/2016 11:59PM and on the dedicated Facebook Page of Columbia Sportswear EN <u>www.facebook.com/columbiaEN</u> from 05/12/2016 10AM to the 06/12/2016 11:59PM.

It is specified that the contest is developed and managed by Columbia Sportswear with the exclusion of any sponsorship or intervention made by the Facebook [®] Company, which only ensures the contest hosting on its platform (hereafter referred to as the "Platform").

This document is the Game Contest Regulation, hereafter referred to as the "Regulation". It may be supplemented and/or modified at any moment during the Game, with any further clause which will come into effect solely because it has been published by Columbia Sportswear.

Everybody is expected to have read, understood and have accepted, without reservation, the Regulation in its entirety, including the article on personal data, as soon as they access and subscribe to the Game.

All the above documents are made available and are accessible to every user and participant for the duration of the Game. The users and participants are asked to make a backup copy and/or print all the above texts in order to be able to refer to them if necessary.

Article 1: Terms of Access 1.1.

Participation in the draw is open to anyone who meets the following cumulative conditions (hereafter referred to as the "Participant"):

- (i) Natural person of legal age,
- (ii) with Internet access and a valid personal e-mail address
- (iii) who can access to the platform between the 01/12/2015 10AM and the 06/12/2016 11:59PM at the following address: <u>www.facebook.com/columbiaEN</u>,
- (iv) living in the United Kingdom, Belgium, France, Germany, Spain, Finland, Ireland, Italy, Netherlands, or Austria



Columbia Sportswear will proceed, within the limits the means at its disposal, to the verification of compliance with these criteria. In the event that one of these criteria is not met, the Game entry will not be validated.

1.2.

Participation in the draw is limited to one per email address.

1.3.

Access to the Game is prohibited for Columbia Sportswear members and for any physical or moral person who participated or who is participating in organizing the Game, including any close family member of such persons (e.g. spouse, partner, child, siblings, and parent).

Article 2: Participation 2.1.

The Game Contest is open to any person who meets all conditions mentioned in the section 1.1 above, to the exclusion of any person mentioned in the section 1.3.

To enter the prize draw and try to win the prize described in the section 3.1, each Participant has to have done all of the following actions:

- Go to the tab of the Platform dedicated to Columbia Sportswear UK at the following address <u>www.facebook.com/columbiaEN</u>, or on the dedicated website at the following address <u>http://play-columbia.com/manchesterunited</u>.

- Chose the right answer

- Fill the participation form with one's first name, last name, gender, email address and country (the country must be one of them: United Kingdom, Belgium, France, Germany, Spain, Finland, Ireland, Italy, Netherlands, or Austria)

- Read, understand and fully accept the Game regulations

- Click on "Play!"

Any entry in the prize draw will be effective only once all of the above steps are made.

It is understood that each participant commits his or herself to disclose correct information about him or her. Columbia Sportswear disclaims all liability in case a participant would use false surnames and/or names associated with a valid e-mail address, or even usurp the identity of a third party.

The game is limited to one entry per person associated with an email address.



Participation in the game contest can be made only electronically, exclusively on the platform, the draw being made only among the participants who correctly answered the question asked online.

Any participation in the Game Contest on plain paper or in any other form is excluded.

2.3.

Participation in the game contest shall be valid only if the information required by Columbia Sportswear is complete and correct.

All entries made by the use of incorrect or falsified information, or via counterfeit or forged forms will be automatically forfeited any right to obtain any winning prize.

2.4.

Any Participant agrees to participate in the game contest in accordance with the Regulations. Any noncompliance with the Regulations by the Participant, including fraud, abuse, cheating made by the Participant him or herself may lead to his or her exclusion from the Game by decision of Columbia Sportswear.

Furthermore, in the presence of abuse or cheating of one or more participant, Columbia Sportswear reserves the right to modify or terminate the Game Contest without notice, in particular when the integrity of the Game is challenged in its object.

Article 3: Winners designation – prizes delivery

3.1. Prizes

The (1) winner will be designed through one prize draw on December, 8th 2016. The winner will be contacted by email to receive his prize.

The prize is a MEN'S BARLOW PASS 550 TURBODOWN[™] QUILTED JACKET - MANCHESTER UNITED, at the size and colour chosen by the winner when contacted by email (depending on the available stock during the draw).

The value of the prize is £250.00 retail prize on the UK market, or 299.95€ retail prize on the European market.

Participants cannot claim any compensation or consideration whatsoever in case of cancellation or loss other than any consideration offered by the organizer itself. The prizes offered may not give rise to any dispute of any kind, nor against being changed into their value in cash, nor to any exchange or replacement for any reason whatsoever by Columbia Sportswear. If circumstances require, Columbia Sportswear reserves the right to replace the prizes by other endowments of equivalent value.

3.2. Determination of winners



Winner will be determined on December 8th, 2016

The prize draw will be made in the database of the participants which have filled all the terms and conditions requested in the articles 1 and 2.

3.3. Informing the winners / prizes dispatch

Columbia Sportswear will notify the winner by email, on the day of the draw. On this occasion, the winner will be notified of the terms for obtaining possession of his prize.

Winner must use their respond to the email before the date of December 31st, 2016, a deadline after which the lot will no longer be valid. If there is no return on time, winner forfeit his prize without the responsibility of Columbia Sportswear being committed nor any compensation being due.

Notwithstanding the above, the organizing company also reserves the right to retain items that should have been awarded to winners who failed to respond and dispose of it as it wishes.

3.4.

Columbia Sportswear will be able to publish and reproduce the image, the recording of the voice and the name of each winner on the Platform, provided that the latter consents to it on the request of Columbia Sportswear.

Article 4: Contest being modified / terminated

4.1.

Columbia Sportswear reserves the right to shorten, prorogue, modify or terminate the Game Contest in the event of a force majeure which would make it impossible to continue the Game contest in accordance with the Regulations, including any malfunction cases from the Internet network (due to a virus or not), from the Platform or any other issue related to networks, resources, and (tele)communications services, to computers (online or not), to servers, to Internet access providers and/or Internet hosting providers, to computer equipment or software, to data or databases.

4.2.

In the event that such a cancellation, modification, prorogation or reduction of the Game Contest duration should intervene, Columbia Sportswear is committed to notify participants by email and/or publication on the platform through the dedicated application and, where applicable, to communicate the new applicable rules or the new end date of the Game Contest.

In case of modification of this Regulation in light of the foregoing statements, registered participants continuing the Game will constitute an acceptance of the modifications made, each Participant having the opportunity to unsubscribe from the Game Contest by contacting Columbia Sportswear.

4.3.



If modification of the Game Contest conditions, or if the Game Contest is cancelled, interrupted or shortened, Columbia Sportswear's responsibility will not be committed and the Participants cannot claim any compensation, which they accept.

4.4.

Each of the participants also accepts that Columbia Sportswear can terminate the Game or modify it at any time in the event that the company would note a significant number of abuses and cheating, either during the Game Contest registration or during the Game.

The cancellation or modification of the Game will be communicated to the Participants by publication on the Platform or by any means that Columbia Sportswear would consider appropriate.

Article 5: Disclaimer and liability limitation

C Article 5: Disclaimer and Limitation of Liability

Columbia Sportswear is not responsible for any direct or indirect damage, regardless of its causes, origin, nature or consequences, even if the company has been advised of the possibility of such damages, caused as a result:

(i) by a malfunction of the Internet or of the computer equipment, including the Platform and App (hardware and/or software and/or databases and/or data) of a Participant or any person or company related to the Game Contest organization or, more generally, any problem related to networks, means and (tele)communications services, computers (online or not), servers, to Internet access providers and/or Internet hosting providers, computer equipment or software, databases and any person's data;

(ii) by the accuracy of the information provided by the Participant, and that the company could not properly regard as not complying with the provisions of this Regulation and Uses condition with regard to the information and means at its disposal;

(iii) by any manufacturing defect, failure or other malfunction, by the compliance of the prizes with the standards to which they are possibly subject or with the safety of use of the offered prizes (in normal conditions of use) that would not be its own products.

Columbia Sportswear is not responsible for damages caused by events beyond its control, resulting from the use of the price, or from the service provided by a supplier.

Article 6: Participation fees

This Game is free and without any purchase obligation.

For participants who access the Game via a modem or via a telephone line which charges the user according to the time spent – that is to say outside cables subscriptions, ADSL or specialized line and package which includes or offers free communication costs – the costs for the connection to the website resulting from the participation to the Game will not be refunded to participants.



Article 7: Dispute

In case of dispute or complaint regarding the Game for any reason whatsoever, applications must be submitted by mail in writing to Columbia Sportswear, to the address mentioned in the preamble, during the contest period and within sixty (60) days maximum after the designation of the winners.

In case of dispute or complaint concerning the prizes awarded, applications must be submitted in writing to the attention of Columbia Sportswear, either by mail or by email at the addresses mentioned in the preamble, within seven (7) days after receiving the confirmation of the prize, subject to the provisions of Article 3.4 above.

Each Participant agrees in case of difficulties that may arise regarding the application or interpretation of the Regulation, to make an amicable appeal to Columbia Sportswear prior to any legal action against them.

The Regulation is subject to Swiss law. In case no amicable solution would be found between Participant(s) and Columbia Sportswear, any dispute arising out of this Regulation shall be submitted to the ordinary courts in Switzerland.

Article 8: Personal data

Under the Federal Act on Data Protection of June 19th, 1992 related to data, files and liberties, as well as all the texts related to the implementation of the provisions laid down therein, the Participant is informed that all the information requested within the Game entry form are mandatory, and referred to as such, and that a failure to reply to those questions by the Participant forbids him any participation in the Game.

It is recalled that the entry form requests the names, surnames and personal email address. These data are collected by default to ensure the smooth progress of the Game Contest in its entirety, at the express acceptance of these Rules Participant. The data will be deleted in the following three months at the term of the Game Contest, unless the Participant expressly said otherwise.

Therefore the collected data is transmitted only to Columbia Sportswear as well as to the agency Vanksen established in Luxembourg in its capacity as a subcontractor of the organization of the Game.

Any Participant also has rights of access, rectification, supplementation, update, and data erasing or blocking for the entire period of validity of the Game Contest, by contacting Columbia Sportswear via email.

It is stated in this regard that any request for deletion of such data by any means during the Game Contest duration might cancel the Game Contest entry.

In case the Participant explicitly expressed its willingness to receive the Columbia Sportswear's Newsletter, the transmitted data will be collected by Vanksen for the purpose of surveys, analyses or in commercial operations for Columbia Sportswear, its subsidiaries, its sales network and/or any company offering a service for Columbia Sportswear's account.

Consequently and in conformity with the above law, the Participant has the right to access, modify and withdraw any data concerning him or her, by requesting it to Columbia Sportswear.

Article 9: Electronic Evidence Convention



Columbia Sportswear is entitled, in particular for the purposes of proving any act, fact or omission, of the programs, data, files, recordings, operations and other elements of nature in computerized/electronic format or media, established, received or retained directly or indirectly by the company or by Participants, unless abuse or manifest error.

The Participants undertake not to contest the admissibility, validity or probative force elements of nature of above computerized/electronic format or media, on the basis of any legal provision whatsoever and which specifies that certain documents must be written or signed by the parties to constitute proof.

Thus, the elements considered constitute proof and, if produced as evidence by Columbia Sportswear in any litigation or else, they are admissible, valid and enforceable between the parties in the same way under the same conditions and with the same probative force as any document created, received or kept in writing.

Article 10: Regulation deposit

This Regulation shall be filed in English with Columbia Sportswear International services at 12 Avenue des Morgines - 1213 Petit-Lancy - Switzerland and is available within the dedicated application.

The Regulation of the Game Contest can be obtained for free by writing to Columbia Sportswear, within one (1) Regulation per Participant (stamp refunded to the enforced rate at the joint request).

The request must mention the title of the Game Contest and the name, surname and email address of the applicant.

The version filed by Columbia Sportswear prevails over reports on any medium and in contradiction with this Regulation.

Production : Columbia Sportswear International

