

# Terms of participation and grant of rights

## **1. Organiser:**

The competition is organised and conducted by Oberalp S.p.A., with its registered seat in 39100 Bolzano (BZ), Waltraud Gebert Deeg Street n. 4, VAT number 00122250210 (henceforth: the "Operator").

## **2. Rules of the competition:**

In order to participate in the competition, the participant needs to have a minimum age of 18 years, needs to indicate a valid postal address and must legally reside in his/her country of residence. In order to participate in the competition, the participant is not required to purchase goods and/or services offered by the Operator. The participation is free of charge for the participant. Any person legally residing (place of residence) within the European Union or the rest of the world shall be entitled to take part in the contest, with the exception of persons residing in Italy or accessing the registration platform from Italian territory, who are all not allowed to participate in the raffle. Participants in the promotion need to have an Internet connection, an e-mail address and a valid Strava account. The participant is not allowed to use multiple Strava accounts, i.e. to submit more than one entry, to increase his/her chances of winning. In case of violation of this prohibition, the Operator has the right to exclude the participant altogether from the competition. In addition, also in case of any other violation of these terms of participation by the participant or in case of an attempt of technical manipulation by the participant, the Operator may exclude the participant from the contest. In such a case, prizes can also be withdrawn and reclaimed subsequently. The participant himself is responsible for the correctness of the contact data provided. In the event of impossible or incorrect allocation of prizes due to incorrect data, the right to a prize shall lapse and the Operator reserves the right to award the prize to the runner-up. This promotion is unrelated to Meta and Strava and is not sponsored, supported or organized by Meta and Strava in any way. The data provided by the participant will be collected and processed by the Operator. The data provided by the participant will only be used in accordance with the statement on the processing of personal data. Questions, suggestions and complaints should be directed exclusively to the Operator.

## **3. Execution of the competition:**

The raffle lasts from August 18th 2022 (05:00 PM CET) until August 31st 2022 (00:00 AM CET). In order to participate, the participant needs to log-in or register to Strava and join the Strava club "DYNAFIT Squad". In the timeframe of the raffle the participants need to track their favorite running trail in fall when days get shorter. Then the track needs to be shared in the "DYNAFIT Squad" Strava Club with the name #visiblespeed. The winner will be randomly drawn at the end of the competition. The winner will be asked to provide to the Operator contact data (full name, address, clothing size) in order to be able to ship the prize to the winner. The winner will receive one DYNAFIT Reflective outfit which includes a headband, jacket, tights and gloves. There will be one outfit for women and one for men.

## **4. Prize**

Prize: In total there will be raffled two DYNAFIT Reflective outfits (including headband, jacket, tights and gloves). Each winner will get one outfit. There will be one for women and one for men.

The prizes are subject to availability, especially regarding sizes. Should the Operator not be able to make the prize available to the winner for reasons which are beyond the Operator's control and influence or for any other justifiable reasons, the Operator shall supply an equivalent replacement. In such case, the winner(s) shall have no right to claim any indemnity or damage from the Operator in relation to the replacement of the prize and shall have no right to claim the consignment of the original prize.

The prize is neither exchangeable nor transferable. Cash payment is excluded. The winner shall be liable for any taxation regarding the prize.

The prize will only be delivered and sent within Europe and USA. As soon as the prize has been handed over to the transport service provider, the risk of accidental deterioration and accidental

loss passes on to the winner.

**5. Exclusions:**

Legal representatives, employees, dealers and commercial partners of the Operator as well as all persons involved in the creation and implementation of the contest and the family members of all aforementioned persons are excluded from participating in the contest.

**6. Limitation of liability:**

The Operator is not liable, except for cases of gross negligence or willful intent on the side of the Operator, for technical or other problems, which are outside the sphere of its influence.

The Operator does not warrant, that the website used for the execution of the contest by the Operator will be constantly available and shall not be liable, except for cases of gross negligence or willful intent on the side of the Operator, for any interruptions or crashed of the website caused by whatever reasons.

**7. Publicity and advertisement:**

The contest will be advertised on the Operator's websites and on its social media accounts.

**8. Grant of rights and warranties by the Participant:**

By participating at the competition, the participant grants the Operator:

1. The right to use his/her name, e-mail address, address of residence and clothing size to finding out as the winner of the contest.

The participant shall be liable towards the Operator for any claims brought by any third party in relation to the copyright in the entry and/or the right to use the image of said third party and shall hold the Operator fully harmless.

**9. Final provisions:**

By participating in the contest, the participant fully accepts these terms of participation.

The contest shall be governed by the laws of Italy.

These terms of participation represent the entire and final regulations for the contest. Should individual provisions of these conditions of participation be or become invalid, the validity of the remaining terms of participation shall remain unaffected.