

## **UNITED KINGDOM**

### **Firestone Contest - Terms and Conditions**

The present Terms apply when you participate in the Firestone Contest on Facebook. It is possible to enter this Competition via the link <http://www.facebook.com/Firestone.UK>.

#### **§ 1 – Definitions**

- 1.1. Competition: the Firestone Contest as described further in Article 3.
- 1.2. Competition Period: the period during which the Entrant can participate in the Competition, being from the Opening Date to the Closing Date.
  - 1.2.1. Opening Date: the date from which Entrants can participate in the Competition, 19/10/2017 12:00 pm.
  - 1.2.2. Closing Date: the closing date for receipt of entries to the Competition, which is on 22/10/2017 11:59 pm.
- 1.3. Entrant: a person who participates in the Competition and is entitled to do so based on Article 2 of the Terms.
- 1.4. Prize: The winner will receive:
  - Firestone Windbreaker (18,87 EUR)
- 1.5. Promoter: Bridgestone Europe NV, having its registered offices at Kleine Kloosterstraat 10, 1932 Zaventem (Belgium), with company number 0441.192.820, being the organizer of the Competition.
- 1.6. Terms: these terms and conditions that apply to the Competition announced by the Promoter on <http://www.firestone.eu/en>.
- 1.7. Winner: the Entrant who wins the Prize as determined in accordance with Article 3.1.

#### **§ 2 – Eligibility to Participate**

- 2.1 The Competition is open to residents of the United Kingdom who are aged 18 or over at the time of entry.
- 2.2 This Competition is not open to employees (or their immediate families) of the Promoter or any company affiliated with the Promoter, nor to any persons directly or indirectly involved with the organization of the Competition or the Prize (or supply thereof).
- 2.3 Only entries from individuals in their personal capacity will be accepted; any other entries including entries from agents, organized groups or entries automatically generated by computer will not be accepted. To enter, the Entrant must go to <http://www.facebook.com/Firestone.UK>.

- 2.4 Entries can only be submitted online at <http://www.facebook.com/Firestone.UK> and cannot be sent via post.
- 2.5 Registration to the Competition is free of charge, which means it does not require any purchase or other cost by the Entrant on top of costs already borne, e.g. for internet connection.
- 2.6 By choosing to participate in the Competition, the entrant accepts the Terms.
- 2.7 The Terms, the Privacy Policy and the Cookies Policy can be consulted at <http://www.firestone.eu/en>.
- 2.8 The Promoter reserves the right to exclude Entrants who use incomplete or fake addresses or names, and to exclude entries from Entrants who abuse, manipulate, circumvent or attempt to manipulate or circumvent the Terms or commit any kind of fraud.
- 2.9 Entrants can only participate in the Competition during the Competition Period and in the manner as described in these Terms.
- 2.10 Only one entry per Entrant is permitted.
- 2.11 To be able to participate, the Entrant needs to have access to a high-speed internet connection from a computer, smartphone or other terminal device.

### § 3 – Winner

3.1 The winner will receive:

- Firestone Windbreaker (18,87 EUR)

3.2 The winner will be chosen from the participants by a Bridgestone jury based on the most creative answer to the question.

3.3 The Winners will be selected on 24/10/2017.

3.4 The Prize is strictly personal and non-exchangeable for money, goods and/or services.

3.5 The Winners will be contacted via Facebook within 2 working days after the selection.

3.6 If a Winner does not claim his or her Prize within 7 days from the date he was announced as the winner by sending a private Facebook message to Firestone with the required information, the Promoter reserves the right to select a new Winner for the Prize in accordance with the procedure as set out in Article 3.1 and 3.2.

Required information:

- Full name
- Full address
- Phone number

#### § 4 – Exclusion of liability

- 4.1 The Promoter, its employees, its contractual parties or other involved third parties will not, except in case of intentional or gross negligence and only for personal injury or death or with regard to the Promoter's essential contractual obligations, be responsible for any damage caused by the (making available and/or use of the) Prizes or participation in the Competition.
- 4.2 The Promoter, its employees, its contractual parties or other involved third parties will not be responsible for any lost, late, incomplete or corrupted entries from Entrants which result from events beyond the control of the Promoter, such as disturbances of any kind with regard to the software, terminal device of the Entrant, his or her network, internet connection, etc.
- 4.3 The Promoter does not provide any guarantee in relation to the Prizes that are made available and shall not be liable in this regard (except in case of intentional or gross negligence). The Promoter is not liable for any defaults in the Prizes, for instance if a Prize is made available or received later than announced or if the (replacement) Prize differs from the Prize that was initially proposed.
- 4.4 Some jurisdictions do not allow for the exclusion or limitation of liability in or under some or all of the situations or conditions referred to above. In such jurisdictions, the Promoter's liability shall be limited to the maximum extent as permitted by law.
- 4.5 Any and all taxes to be paid under the Entrant's local or other law on the whole or part of the value of the Prize shall be borne by the Entrant and can in no way be claimed from the Promoter.

#### § 5 – Privacy

All personal data obtained by the Promoter in the context of the Competition will be treated as being strictly confidential and in full conformity with the privacy policy ([www.bridgestone.eu/corporate/privacy-policy](http://www.bridgestone.eu/corporate/privacy-policy)) and applicable privacy laws. For the purposes of the Belgian law implementing European Directive 95/46/EC, the data controller is Bridgestone Europe NV/SA. Information provided by Entrants will be used for the administration and management of the Competition. By accepting the Terms, the Entrant agrees to their personal information being used in this way, and acknowledges that they have read and fully agree with the privacy policy of the Promoter.

#### § 6 - Complaints

6.1 For complaints, questions and/or remarks, the Promoter's customer service can be reached via:

- telephone: 0032(0)2 714 6700 (NOTE: international calling charges may apply!)
- e-mail: [bseu.feedback@bridgestone.eu](mailto:bseu.feedback@bridgestone.eu)

- 6.2 In the event of any dispute regarding the conduct of the Competition and all matters relating to the Competition, the decision of the Promoter is final and binding and no correspondence or discussions will be entered into.

#### § 7 – Miscellaneous

- 7.1 The Promoter reserves the right to (i) amend or extend the Competition and the Closing Date if it deems appropriate and without notice; (ii) change the Terms at its discretion for any reason, and (iii) withdraw the Competition where it is necessary due to circumstances outside the Promoter's control.
- 7.2 All entries will become the property of the Promoter upon submission, including all intellectual property rights in the entry. Entrants agree to irrevocably and unconditionally waive any and all moral and other rights vesting in their entry and warrant that they have all rights necessary to grant the rights provided for in these Terms.
- 7.3 Any matter or subject not covered by these Terms shall be exclusively determined by the Promoter.
- 7.4 If a court or any other competent authority finds that any of the Terms (or any part of any term) is invalid, illegal or unenforceable, that term or part of that term shall, to the extent required, be deemed deleted, and the validity and enforceability of the other Terms shall not be affected.
- 7.5 Belgian law applies to these Terms.
- 7.6 Any dispute relating to the Competition or these Terms will be subject to the exclusive jurisdiction of the competent Belgian courts, but only after the Promoter and the Entrant have first attempted to resolve their dispute amicably.