OFFICIAL RULES "YOUR NEXT HIKING TRIP ON US" - ON-LINE PRIZE DRAW

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING.

- 1. **ELIGIBILITY:** This "Your next hiking trip on us" On-Line Prize Draw is open only to individuals who (a) are legal residents of Great Britain (b) are at least eighteen (18) years of age at the time of entry, (c) and have access to the internet and a valid e-mail address. Employees or contractors of Sponsor, a competitor of Sponsor, or any of their affiliate companies, subsidiaries, agents, distributors, wholesalers, retailers, or advertising and promotional agencies, as well as the spouse, parents, siblings, children and household members of any such employee or contractor, are not eligible. This On-Line Prize Draw is subject to the laws of England and Wales).
- SPONSOR: This On-Line Prize Draw is sponsored by the Columbia Sportswear brand, represented by Columbia Sportswear Company Limited 12B Moss End Business Village, Crooklands, Milnthorpe, Cumbria, LA7 7NU, United Kingdom, Registration no 3854251 ("Sponsor").
- 3. AGREEMENT TO OFFICIAL RULES: Participation in this On-Line Prize Draw constitutes your full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding.
- 4. ENTRY PERIOD; PRIZE: This On-Line Prize Draw begins on August 20th, 2024 at 8am GMT and ends on September 1st, 2024 at 11.59pm GMT (the "Entry Period"). Two (2) participants among all eligible entries received will win:

1 (one) hiking weekend including:

- A hike with the Columbia Hike Society in the Yorkshire Dales National Park on Sunday 22nd September 2024.
- Surprise activities on Saturday morning and afternoon
- Transportation to and from the Glamping site from/to the winner's residence in the UK (taxi to the nearest train station, second class train fare to Leeds, taxi to the Glamping and back)
- Transportation to the start of the hike
- Accommodation at Malhamdale Glamping (2 nights, Fri./Sat. nights, arrival on September 20th and departure September 22nd.)
- All meals including
- 1 (one) Columbia welcome pack on arrival including snacks and a Columbia gift
- Both winners can invite one companion of his/her choice, who has to be over 18 years old at the time of entry and a legal resident of Great Britain who will enjoy the same experience; accommodation will be shared between the winner and his/her chosen companion. Winner and companion must travel together.

The approximate retail value of the price (transport, hike, accommodation, meals and Columbia welcome pack) is £1500 per person.

The following is not included:

- Any additional meals and drinks.
- Any alcohol drink
- Participant's insurance
- any other costs, fees, and expenses not listed above

The 2 winners will be drawn at random from all participants who have registered via the online prize-draw site listed below. There is a limit of one prize per person. Prizes are nontransferable until awarded and are non-refundable. No cash or other substitution may be made, except by Sponsor, who reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason (e. g.

out of stock, governmental restrictions etc.). Winners are responsible for payment of all applicable taxes associated with receipt of a prize. Sponsor will determine transportation itinerary in its sole discretion and may change mode of travel from train to airplane. No refund or compensation will be made in the event of cancellation or delay of transportation. Travel is subject to the terms and conditions set forth by the transport company. Other travel restrictions, conditions, and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, passes, travel vouchers, or certificates.

5. ENTRY: Visit the following prize-draw site

• https://columbia-hiking.gtr.cx/

and follow the entry instructions: You will have to fill in a form with your surname, first name, e-mail address; give your favourite activity (not mandatory) and click "PARTICIPATE". Each participant agrees to disclose accurate information about themselves. Sponsor disclaims any responsibility in the event that a participant uses a false name and / or names associated with a valid email address or impersonates another person. Participation in the On-Line Prize Draw is exclusively online via the prize-draw web page mentioned above, and the prizes will be awarded to online participants only. The On-Line Prize Draw is limited to one entry per person. Entry to the On-Line Prize Draw is free and without obligation to purchase. Communication costs incurred in order to participate in the competition cannot be refunded. Sponsor will not be responsible for lost, late, incomplete, undelivered, delayed, inaccurate, or illegible entries, computer, network, electronic or internet hardware or software malfunctions or failures, service provider/internet/website accessibility or availability, or unauthorized human intervention or human error or omission, unless attributable to Sponsor. Proof of submission will not be deemed to be proof of receipt by Sponsor. The Sponsor reserves the right to moderate all entries and to take down any entries and/or disqualify which do not comply with these Official Rules. Sponsor's decision will be absolute and no correspondence will be entered into.

- 6. **WINNER SELECTION:** By entering this On-Line Prize Draw, you agree that Sponsor or its subsidiaries and affiliates and/or each of their representatives, employees, agents and contractors, together with an independent party as juror verify your entry. Within five (5) days following the conclusion of the Entry Period, an independent party will draw the potential winners from among all eligible entries Sponsor's decision is final and no correspondence will be entered into. Sponsor will notify each potential winner by e-mail within ten (10) days. If a potential winner cannot be notified, verified or confirmed within seven (7) days of notification, a prize is declined, or a potential winner is not eligible for award of a prize for whatever reason, an alternate potential winner will be selected by random drawing from all eligible entries.
- 7. **REQUIREMENTS OF EACH POTENTIAL WINNER:** Potential winners will be contacted by Sponsor or its agents, employees, agents or contractors and must provide their full name, mailing address, and a statement of eligibility confirming compliance with these Official Rules within seven (7) days of the date of notification. You will not be the winner of a prize until your eligibility to participate has been verified.
- 8. GENERAL CONDITIONS: By participating, the Participants confirm that they have read, understood and accepted the rules of the On-Line Prize Draw. Sponsor reserves the right to cancel, suspend, and/or modify this On-Line Prize Draw if any problem, not due to Sponsor, corrupts the administration or security of this On-Line Prize Draw. In such event, Sponsor reserves the right to select a winner from among the eligible entries received up to the time of the impairment or Sponsor's identification of the impairment. Sponsor reserves the right to restrict participation in this On-Line Prize Draw to any person at any time and/or to disqualify any entry at any time for legitimate reasons. Any attempt by any person to undermine the legitimate operation of this On-Line Prize Draw may be a violation of criminal and civil law, and Sponsor reserves the right to seek damages to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. All activity arising out of and relating to this On-Line Prize Draw is subject to verification and/or auditing for compliance with the Official Rules in accordance with applicable data protection rules (see point 11). You agree to reasonably cooperate with Sponsor concerning verification and/or auditing, which shall be carried out in accordance with the Sponsor's Privacy Policy (for which see clause 10 below).
- 9. **ORGANISER**: For the organisation of the On-Line Prize-Draw, the Sponsor uses its subcontractor GATOREVIEWS ("GTR"), a simplified joint stock company with a capital of 63,370 euros, whose head

office is located in CHIGNIN Les Bugnons and which is registered with the "Registre du Commerce et des Sociétés de Chambéry" under RCS number 833 249 303SAS. GTR is a company specializing in data collection. In this context, GTR conducts consumer competitions on its website on behalf of the Sponsor. The publisher of the website is the company GATOREVIEWS, which is responsible for the publication. The director for the publication of the website is Steve BAXTER. The hosting of the website is provided by GATOREVIEWS through the company Hosteur, whose registered office is located at Route du Lac Lussy 201, 1618 Châtel Saint Denis, Switzerland. Further details on data protection can be found below under point 11.

- 10. Authority; Representations. You are responsible and liable to Sponsor for any losses arising out of or related to your negligence, misconduct, or breach of any representations, warranties, or other obligations under these Official Rules. In the event of any dispute or ambiguity as to the identity/name of the person who may have submitted a particular entry, an entry will be deemed to have been submitted by the Authorized Account Holder of the username or e-mail address submitted at the time such entry is submitted. "Authorized Account Holder" means the natural person who is assigned to a particular username or e-mail address by an internet access provider, service provider, or other organization that is responsible for assigning e-mail addresses or usernames under the domain associated with the submitted e-mail address or username.
- 11. **PRIVACY:** You understand that you are providing your information to Sponsor and/or GTR. All personal information submitted to Sponsor or GTR by you as part of this On-Line Prize Draw will be treated in accordance with Sponsor's Privacy Policy (available at <u>Privacy Site UK</u>), except as otherwise described in these Official Rules and On-Line Prize Draw materials. All of your information will be shared with Sponsor's agents, representatives, and other third parties involved in the execution, administration, or hosting of this On-Line Prize Draw. For the purposes of this On-Line Prize Draw, we use GTR as our subcontractor and data processor. Subject to you providing all appropriate consents (and in accordance with our Privacy Policy), Sponsor may use your data for marketing and communication purpose, for surveys or analysis within the course of trade, and may send you information and special offers. To receive information and special offers, please follow the "opt in" instructions on the <u>Columbia</u> website or the instructions included in the email sent to you by Sponsor.
- 12. LIMITATIONS OF LIABILITY: IF SPONSOR FAILS TO COMPLY WITH THESE OFFICIAL RULES, SPONSOR IS RESPONSIBLE FOR LOSS OR DAMAGE YOU SUFFER THAT IS A FORESEEABLE RESULT OF SPONSOR'S BREACH OF THESE OFFICIAL RULES OR ITS NEGLIGENCE, BUT IT IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT IS NOT FORESEEABLE. LOSS OR DAMAGE IS FORESEEABLE IF THEY WERE AN OBVIOUS CONSEQUENCE OF SPONSOR'S BREACH OR IF THEY WERE CONTEMPLATED BY YOU AND SPONSOR AT THE TIME THAT YOU ENTERED THIS ON-LINE PRIZE DRAW. SPONSOR DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND TO THE EXTENT PERMITTED BY LAW (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE). THIS DOES NOT AFFECT ANY STATUTORY RIGHTS ENTRANTS MAY HAVE IN RELATION TO THE PRIZE.
- 13. **DISPUTES:** Sponsor reserves the right to make all decisions in its sole discretion arising out of or relating to this On-Line Prize Draw, and the decisions by Sponsor are final and binding. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with this On-Line Prize Draw or otherwise, shall be governed by, and construed in accordance with, England and Wales (for Great Britain),. You agree that the courts in England or Scotland (for Great Britain) depending on the jurisdiction in which you are a resident will be the exclusive forum for any dispute resolution or legal proceeding, and you consent to the jurisdiction of such courts.
- 14. **OFFICIAL RULES AND WINNERS LIST:** You may obtain On-Line Prize Draw results and a copy of these Official Rules by sending a self-addressed, stamped envelope to Columbia On-Line Prize Draw Team at Columbia Sportswear International Sarl, Geneva Business Centre, 12 Avenue des Morgines, 1213 Petit-Lancy, Switzerland. Records may not be available beyond one year unless required by law.