

Design Your Life Prize Draw (the "Prize Draw")
TERMS AND CONDITIONS
REFINERY29 X adidas

These are the terms and conditions (the "Terms and Conditions") that govern the relationship between you, the entrant ("you", "your(s)") and Vice Media GmbH of Geschwister-Scholl-Str. 5 10117 Berlin (the "Promoter", "we", "our", "us") and adidas of Adi-Dassler-Str. 1 91074 Herzogenaurach (the "Partner") in relation to the Prize Draw.

ELIGIBILITY

- 1) The Prize Draw is open to residents of Germany, who are aged 18 years or over and who have (a) internet access, (b) a valid, and (c) an active email account.
- 2) The following are not eligible to participate in this Prize Draw: (i) employees of the Promoter or the Partner, their respective subsidiaries and associated companies, any advertising and promotional agencies, or the prize suppliers, (ii) immediate family members of such employees or of anyone with whom such employees are domiciled and (iii) the judges or their immediate families. In these Terms and Conditions, "immediate family" includes mother, father, brothers, sisters, sons, daughters and spouse.
- 3) By entering the Prize Draw, you will be deemed to have accepted these Terms and Conditions (which may be amended or varied by us in accordance with rule 21) and by our decisions, which are final in all matters relating to these Terms and Conditions, the Prize Draw and the results and no correspondence or discussion shall be entered into.

PRIZE DRAW PERIOD

- 4) The Prize Draw starts on 21 March at 12:00 CET and ends on 28 March 2024 at 23:59 CET, (together, the "Prize Draw **Period**").

HOW TO ENTER

- 5) No entry fee or purchase is necessary for entry into the Prize Draw.
- 6) To enter the Prize Draw, participants will be required to submit their entry via email to designyourlife@refinery29.com (which shall be made available on Promoter's article announcing the Prize Draw) during the Prize Draw Period outlined above, and by no later than the Closing Date of 28 March 2024. The following points should be addressed in your entry:
 - a) Why do you want to take part in the Partner's 'Design Your Life' workshop taking place on 9-12 May 2024?
 - b) What questions are you asking yourself?
 - c) What do you hope to gain from this weekend?
 - d) What are you planning to do in 2024 that would benefit you from attending this event?
 - e) Existing hiking experience: Tell us about your previous hiking experience(s)
 - f) Highlights, including distance and altitude metres
 - g) Your shoe (UK) and textile sizes (not just US sizing; 36, 38, 40, ...)
 - h) Your name, date of birth, email address, and contact number
- 7) Entries must be received by no later than 23:59 CET on 28 March 2024 (the "**Closing Date**"). There is a limit of one entry to the Prize Draw per person.

WINNER SELECTION

- 8) All Prize Draw entries received will be initially reviewed and filtered by the Promoter so as to ensure that only appropriate, genuine and legitimate entries have been submitted by participants. Following this initial review and filtering process, Promoter shall send the remaining entries to the Partner, who

shall ultimately select 8 winners as soon as reasonably practicable following receipt of the shortlisted applicants from the Promoter. The Partner shall determine the winners based on random selection generated by computer software. The winners will therefore be the 8 entries that the Partner considers to be the successful winners, as chosen at random by the software.

9) The 8 winners will be contacted by the Partner as soon as reasonably practicable after the winners have been selected. If a potential winner cannot be contacted after two (2) attempts within three (3) business days of their selection as a winner, the Partner reserves the right to select an alternate potential winner. Entrants will only be notified if they win a prize. No person may win more than one prize. The winners shall be notified of their successful application and prize on 29 March 2024 by the Partner.

10) The decisions of the Promoter and the Partner will be final and no correspondence will be entered into.

PRIZE

11) The prize shall be an invite for each individual winner to join the Partner's 'Design Your Life' hiking workshop, which takes place between 9 and 12 May 2024 in the Malerweg in the Elbe Sandstone Mountains, Germany. There are a total of 8 prizes to be awarded in this Prize Draw. The Partner shall also provide each winner with a complimentary package totalling a retail value of up to 1,000 euro comprising the Partner's branded products for each winner for the 'Design Your Life' hiking workshop. The Partner shall also be responsible for covering the cost of each winner's accommodation and meals during their attendance at the 'Design Your Life' hiking workshop, but the winners are individually responsible for arranging their own transportation to the workshop, which includes meeting the cost of their transport both to the workshop retreat and back home.

GENERAL

12) Third party entries, bulk entries, entries submitted by agents, and entries originating at any other Internet website or email address, including but not limited to commercial competitions, subscription, notification and/or entering service sites, will be declared invalid and disqualified from this Prize Draw. The use of any device to automate the entry process is prohibited. Entries will not be returned. If entering with a mobile phone or other web-enabled device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Check with your wireless service provider for details on these and any other applicable charges. Entrants are solely responsible for any such wireless charges.

13) If there are reasonable grounds to believe that there has been a breach of these Terms and Conditions by an entrant, the Promoter may, at its sole discretion, invalidate the relevant prize(s) and disqualify the entrant's entry from the Prize Draw. Sale, transfer or exchange of any part of the prize package is strictly prohibited. Any attempt to sell, transfer or exchange any prize(s) will result in the prize(s) being withdrawn by the Promoter and the prize(s) will be declared null and void.

14) No responsibility is accepted for any entries that are incomplete, unreadable, ineligible, illegible, corrupted, lost or delayed or are unable to be sent due to technical or any other reason (which shall be disqualified), or for any charge by the senders network for repeat entries. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Promoter.

15) Vice Media GmbH is the Promoter of this Prize Draw and can be contacted at Geschwister-Scholl-Str. 5 10117 Berlin. The Promoter must either publish or make available information that indicates that a valid award took place. To comply with this obligation, the Promoter will send the surname and county of residence of prize winner(s) to anyone who sends a letter within 1 month following the Closing Date to the Promoter at the address above and includes "Design Your Life Prize Draw" in their email. If an entrant objects to either or both of their surname and/or county of residence being published or made available, please contact the Promoter at emealegal@vice.com.

16) By entering the Prize Draw, each entrant warrants and represents that: (a) their entry does not contain any material or elements that are not owned by the entrant, or which are subject to the rights of third parties (save for third party data protection rights); (b) their entry is not a duplicate of any other submitted entries; and (c) their entry will not violate any law, rule or regulation or infringe on any rights of any third parties. You agree to indemnify and hold the Promoter and the Partner harmless from and against any liability, claims and demands arising in connection with the content of your entry. Entrants remain the sole owner of the copyright in their respective entries.

17) By submitting an entry, each entrant acknowledges and accepts these Terms and Conditions and agrees that the winner agrees that their surname and county of residence may be released if they win a prize, and agrees to take part in any post-event publicity in connection with either the Promoter, or Partner, or both, as set out in these Terms and Conditions.

18) By participating, each entrant agrees: (a) it has capacity to enter the Prize Draw and agree to the Terms and Conditions (i.e. that you are of sufficient age and mental capacity and are entitled to be legally bound in contract); and (b) not to release any publicity or other materials on their own or through someone else regarding their participation in the Prize Draw without the prior consent of the Promoter, which it may withhold in its sole discretion.

19) Entrants' participation in the Prize Draw is voluntary. The entity responsible for the collection and use of entrants' personal data in the context of the Prize Draw is Vice Media GmbH, Geschwister-Scholl-Str. 5 10117 Berlin. The personal data of Entrants is limited solely to: first name, surname, email address, phone number, date of birth, physical address and will be: (a) processed by the judges of the Promoter and Partner solely for the purposes of judging the Prize Draw; and (b) processed by the Promoter and Partner solely for the purpose of provision of the prizes.

Promoter will act as controller in relation to use of this personal data. Partner shall use the winners' contact details to administer the prizes.

For more information about the Promoter's data protection practices, see the Promoter's Privacy Policy: https://www.vice.com/en_uk/page/vice-media-privacy-policy. You can request access to your personal data, or have any inaccuracies rectified, by sending an email to euprivacy@vice.com. Your personal data is stored in the UK and Germany and is not shared with third parties except for the above purposes with other members of our group, in accordance with applicable Data Protection Law. We shall process your personal data solely for the purposes of administering the Prize Draw, and shall not store it for any longer than necessary in accordance with applicable Data Protection Law i.e. we will delete your personal data once the Prize Draw ends. You can withdraw your consent to the above at any time, but will no longer be able to participate in the Prize Draw if you or any other entrant featured in your entry withdraws their consent for the processing of their personal data for participation, notification and delivery purposes.

20) The Partner retains sole discretion to withhold prizes without liability if in its view a potential winner is ineligible, the entry is invalid or a potential winner does not meet the necessary requirements within, or otherwise contravenes, these Terms and Conditions. The Promoter reserves the right to withdraw or amend the Prize Draw in the event of unforeseen circumstances or circumstances outside of its control.

21) The Promoter reserves the right to suspend the Prize Draw temporarily or terminate it if the integrity of the Prize Draw is at risk.

22) The Promoter reserves the right to vary these terms and conditions or cancel the Prize Draw at any stage in the event of circumstances arising beyond its control and only where circumstances make this unavoidable but will use all reasonable endeavours to minimise the effect to participants to avoid undue disappointment.

23) To the extent permitted by law, the Promoter and Partner exclude all liability whatsoever to entrants and the winner(s) in relation to the Prize Draw and the prizes to be awarded. The prize is awarded "as-is" with no warranty or guarantee, either express or implied. The winner(s) is responsible for all applicable taxes, if any, as well as any other costs and expenses associated with acceptance and/or use of the prize that are not specified herein as being provided.

The Promoter shall not be liable for any loss, damage or consequential damage of any nature in contract, tort (including negligence) or otherwise caused by acceptance of the terms and conditions or in connection with the prizes (except to the extent that death or any personal injury occurs as a result of the negligence of the Promoter or in the event of fraud).

24) The Prize Draw and these Terms and Conditions are governed by German law and are subject to the exclusive jurisdiction of the German courts. If any provision of these Terms and Conditions is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions otherwise remain in full force and effect and are enforceable.