TERMS & CONDITIONS DHL Can you hold a Tune Contest

Summary Terms and Conditions:

Entry period: 17/07/2021 – 15/09/2021. No purchase necessary. Internet access required. **To enter:** Visit InMotion.DHL/Contest, upload a video and fill out your details in the entry form provided. **Competition fulfilment:** The winner selection will occur after the end of the promotion period. Winners will be selected by a jury and contacted by the promoter within 14 working days. Winners then have 7 working days to accept the prize before an alternative winner is selected. Once the prize has been accepted, the promoter will arrange fulfilment. The promoter will not be held responsible for any incorrect information provided by entrants. **Prizes**: 1x1,500 EUR, 1x1,000 EUR, 1x500 EUR. Please see full terms & conditions for details. **Promoter**: Deutsche Post AG

Full Terms and Conditions

- 1. This promotion is open to persons aged 16 years or over at the time of entry.
- 2. Entrants must ensure that their participation (including the acceptance of any prize awarded) is lawful in accordance with the laws of the country of which they are a citizen and/or resides. This promotion is void if prohibited under local national laws. The promoter will not make any representations, express or implied, as to the lawfulness of any individual's participation, or as to any other aspect of any promotion.
- 3. No purchase is necessary. Internet access is required.
- 4. **Promotion period:** Enter between 00.01 GMT on 17th July 2021 to 23:59 GMT on 15th September 2021.
- 5. **To participate:** Visit InMotion.DHL/Contest, upload a video of how you and your family/friends play "Les Toréadores" using household objects and enter your details in the entry form provided.
- 6. Maximum one entry per person. Any entrant submitting multiple entries will be disqualified and any prize entitlement will be void. The Promoter reserves the right to determine, in its sole and absolute discretion, whether a participant has already submitted an entry and to disqualify any subsequent entries or prize entitlement. Entries on behalf of another person will not be accepted, and we cannot accept joint submissions or collaborations.
- 7. All entries must be received by the end of the closing date. No responsibility or liability can be accepted for entries that are illegible, incomplete, lost due to technical reasons, corrupted, delayed or not received for whatsoever reason.
- 8. **Content restrictions:** We encourage participants to submit creative entries, but there are some content restrictions that must be observed: Entries which, in the Promotor's sole opinion, breach any of the following restrictions will not be accepted:
 - a. entries which promote any activities that may appear unsafe or dangerous; dangerous to themselves or to the public or is, in the opinion of the Promoter, anti-social in any manner or which causes a disturbance or nuisance to others.

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- b. entries which feature violent, derogatory, profane, vulgar, indecent, racist, or cruel content, including but not limited to words or symbols that might be considered offensive to individuals of any race, ethnicity, religion, sexual orientation or socioeconomic group;
- c. entries which portray the Promoter or Promoter's brands or products in any way that may give rise to public contempt, scandal, disrepute or ridicule or that defame, misrepresent or contain disparaging remarks about the Promoter or other people or companies;
- d. promotes any political agenda; or
- e. entries which communicate messages that are inconsistent with the brand values associated with the Promoter.
- f. contains any copyrighted materials owned by others.
- 9. By entering the 'DHL Can you hold a Tune Contest', entrants give their permission for their entries to be used by the Promoter without further compensation, over and above the award of the prize, for up to one year for promotional purposes from the date of entry. Copyright will remain with the entrant. However, by entering this Promotion, the entrant agrees to the Promoter publishing these entries on their website and possible further use on their website, Facebook, Twitter, Instagram, or other social media platforms. They also agree to other possible promotional use in media of the Promoter's choosing without any further payment, over and above the award of the prize, for up to one year from the date of entry but with appropriate credit given to the original entrant.
- 10. **Winner Selection**: Three winners will be selected. All entries will be judged by a panel made up of individuals from DHL, Gewandhausorchester and adrivo GmbH, and independently reviewed based on the following criteria: level of creativity and originality, entertainment and fun level, and personality and engagement level.

11. The Prizes:

- a. 1st place: 1,500 EUR
- b. 2nd place: 1,000 EUR
- c. 3rd place: 500 EUR

The prizes are non-refundable and non-transferable.

- 12. **Winner Notification**: The winners will be contacted by the email address provided at point of entry within 14 working days after the promotion period and will be required to respond to confirm eligibility plus acceptance of the prize within 7 days of initial contact. In the event, that a winner does not respond to the initial contact within 7 days, the Promoter reserves the right to disqualify that winner. If a winner is disqualified, the Promoter reserves the right to award the prize to a reserve winner selected at the same time as the original. Reserve winners may have less time to respond.
- 13. **Unforeseen circumstances**: If, for any reason, any aspect of this campaign does not run as planned, (including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures, COVID-19 or any cause beyond the control of the promoter which corrupts or

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affects the administration, security, fairness, integrity or proper conduct of this campaign,) the promoter may, in its sole discretion, cancel, terminate, modify or suspend the promotion or invalidate any affected entries.

- 14. The promoter may refuse to award the prize or seek its recovery in the event of an entrant's fraud, dishonesty or non-entitlement under these Terms and Conditions.
- 15. All entries must be directly submitted by the user entering the promotion. Bulk entries from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries and entries which do not satisfy the requirements of these Terms and Conditions in full will be disqualified and will not be counted.
- 16. If an act, omission, event, or circumstance occurs which is beyond the reasonable control of the promoter and which prevents the promoter from complying with these Terms and Conditions, the promoter will not be liable for any failure to perform or delay in performing its obligations.
- 17. The winner agrees to allow the promoter to use their name and country of residence to announce the winner of the promotion. The promoter reserves the right to publish the name and country of residence of the winner.
- 18. The prize is not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason the prize is not available, the promoter reserves the right to substitute another prize - in its sole discretion - of equal or higher value.
- 19. The promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special, or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not it arises from any person's negligence) in connection with this promotion or accepting or using the prize, except for any liability which cannot be excluded by law.
- 20. Any personal data relating to entrants will be used solely for the purposes of this promotion by the promoter and/or by any agent appointed by it to assist with running the promotion on behalf of the promoter and will not be disclosed to a third party for any other purpose. The entrants' personal data will be handled in accordance with the promoter's privacy policy, available at: http://www.dhl.com/en/legal.html#privacy.
- 21. If any provisions of these Terms and Conditions are judged to be invalid, illegal, or unenforceable, this shall not affect or impact the continuation in full force and effect the remainder of the provisions.
- 22. By entering this campaign, entrants agree to be bound by these Terms and Conditions.
- 23. These Terms and Conditions are governed by German law and subject to the exclusive jurisdiction of the courts of Germany. If any provisions of these Terms

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and Conditions are judged to be invalid, illegal, or unenforceable, this shall not affect or impact the continuation in full force and effect the remainder of the provisions.

24. A copy of these Terms and Conditions may be obtained by emailing <u>info@inmotion.dhl</u> with the subject "DHL Can you hold a Tune Contest".

Promoter: Deutsche Post AG, Charles-de-Gaulle-Str. 20, Bonn 53113, Germany.