# **Conditions of participation**

Please read these conditions of participation carefully. These govern participation in the ReachYourPeak campaign (hereinafter referred to as the "Promotion"). Participation in the Promotion confirms availability, knowledge and approval of these conditions of participation on your behalf. Entry is free and no purchase is necessary.

# **Participation Requirements**

- 1. Participation is open to all individuals of legal age.
- 2. Employees of Mammut and its distributors and their family members are excluded from participating in the promotion. All persons who are directly or indirectly professionally associated with Mammut and their family members are also excluded.
- 3. Participation through promotion associations and automated promotion entry services is excluded.

# **General Conditions of Participation**

- 4. The duration of the Promotion will be clearly communicated (Promotional period from 06/11/2021 to 07/04/2021). Entries received after the end of the Promotional period will be automatically excluded from the promotion.
- 5. To participate in the competition:
  - Answer the questions on the website in full: <u>www.mammut.com/ReachYourPeak</u>
  - 2. Fill in all of the required personal data; and
  - 3. Confirm acceptance of the conditions of participation.
- 6. No other form of participation (other than those listed above) will be accepted. Incomplete entries will be invalid and will be automatically excluded from the promotion.
- 7. Mammut will collect and process personal data, such as names or email addresses, only in connection with and for the purpose of determining the winners of the promotion or, if desired, to send out relevant information. These data will be handled in strict confidence and will not be transmitted to a third party.
- 8. Only one entry per person and per Promotion is permitted. If several entries are submitted, only the first will be valid.
- 9. Mammut reserves the right to exclude participants from the promotion in the event of false information, manipulations or use of unpermitted assistance.
- 10. Mammut reserves the right to end or suspend the promotion at any time. In particular, this applies in the event of circumstances which would disrupt or prevent the orderly running of the promotion.
- 11. Entry is free and no purchase is necessary.
- 12. No correspondence will be entered into in relation to the promotion. Recourse to the law courts is not permitted.
- 13. The participants agree that Mammut may release photos and video footage of the main prizewinners in connection with the prizes won. Mammut will have full rights to

use said content, without restriction, for commercial purposes. The winner hereby waives any right to compensation in this respect.

- 14. The participant confirms that he or she will be available for 7 days during the period 07/15 09/15/2021 for performance of the prize.
- 15. If the participant is not available at this time, he or she will forfeit their entitlement to the prize won and Mammut may award said prize to another participant without any further liability for compensation.

## **General Rules of Conduct**

- 16. Participants must not misuse the Promotion to voice their political or religious opinions.
- 17. Participants may not upload entries that contain offensive, insulting, harmful, obscene, pornographic, sexually-oriented, vindictive, indecent, vulgar, perverse, immoral, aggressive, racist, fanatical, derisive, defamatory, discriminatory, or otherwise unacceptable content.
- 18. Entries may not violate applicable law or infringe upon the rights of third parties in any way (particularly copyright and trademark rights). Mammut will not be liable for any content uploaded by the participants.
- 19. Entries may not harm Mammut, its distributors or partners in any way.
- 20. Participants may not upload any content that is harmful in any way (such as software viruses, computer code, files or programs).
- 21. Participants may not submit any expenses or any additional compensation related to their participation in the Promotion.
- 22. Mammut reserves the right to exclude participants and to eliminate entries that do not comply with the rules of conduct as stated above, or are otherwise in conflict with the conditions of participation.
- 23. Mammut hereby reserves the right to use all content, in particular photos and video footage, with the exception of personal data, for marketing purposes.

#### Publication

- 24. Reproducing or publishing the Promotion in any way without the explicit consent of Mammut is strictly prohibited.
- 25. Mammut reserves the right at any time to alter the text, images or entries that are part of the Promotion.

#### Prizes

26. The Promotion gives participants the opportunity to win pre-defined prizes.

- 27. The prizes are:
  - One main prize: Enabling the implementation of the project described by the participant in the application. This will include:

- Products: Mammut products to the value (sale price) of CHF1,000.00. Mammut hereby reserves the right to equip the participants with the products (subject to availability) that are the most suitable for the selected project.
- Coaching tag: Travel and accommodation for the participants together with a Mammut coaching partner (employee, mountain guide, or athlete). Mammut reserves the right to choose the coaching partner.
- Performance of the project: The costs of the participant's travel, accommodation and meals during performance of the specified project (selection and organization by Mammut)
- Three second prizes: One voucher each to the value (sale price) of CHF1,000.00 to purchase goods via mammut.com.\*
- Ten instant-win prizes: Among all other participants, ten vouchers to the value (sale price) of CHF 100.00 to purchase goods via mammut.com will be raffled.\*

\*Delivery to the following countries only: Switzerland, Germany, France, UK, Austria, Belgium, Czech Republic, Denmark, Italy, Netherlands, Poland, Slovakia, Slovenia, Spain, Sweden, Norway and USA.

- 28. The winners will be chosen by an expert jury appointed by Mammut.
- 29. Winners will be notified personally by email within 8 working days.
- 30. The winners will be entitled to claim their prize within 10 working days of the prize being announced.
- 31. In the case of instant-win prizes, prizes will be sent within 5 working days following the announcement.
- 32. It is the responsibility of the winners to ensure that the prize is received or can be used.
- 33. The winners agree to bear the costs of any resulting taxes or other charges that arise from their prizes.
- 34. Prizes cannot be exchanged for other prizes. Prizes are awarded on an individual basis and are not transferable.
- 35. Prizes may not be exchanged for cash.
- 36. The winners hereby consent to their name and image being published on the Internet or in print media.
- 37. The winners agree that they will not sell the prizes that they receive, or otherwise commercially exploit them in any way.
- 38. Prices are indivisible and must be accepted as stipulated in the Promotion.
- 39. Mammut reserves the right to modify or withdraw prizes. The replacement prize will be of an equal or higher value.
- 40. Prizes that are not claimed or which are rejected for any reason will remain in the possession of Mammut without the entitlement to receive a replacement.
- 41. In the event that winners cannot be contacted within 10 working days, or they do not claim their prize within 10 working days of being informed of the announcement, or the contact details provided are incorrect, or the prize cannot be delivered or

accepted on other grounds, then the winner will not be entitled to claim the prize and Mammut reserves the right to select another winner.

# Limitation of liability

- 42. Mammut is not responsible or liable for any costs or other expenses related to the participation in the Promotion.
- 43. Mammut is not responsible or liable for any (a) network, computer hardware or software problems in any form that result in the participant being delayed, hindered or unable to participate in the Promotion; (b) any other problems or accidents of any nature that are connected with the functionality of the Internet, the website, computer hardware or software; and (c) errors when entering personal data.
- 44. Mammut is not responsible or liable for any incompatibility between technology, hardware and/or software used or the configuration of such on behalf of the participants.
- 45. To the extent permitted under applicable law, neither Mammut nor their partners are either responsible or liable for any loss, damage or injury caused by participation in the Promotion.
- 46. Participants are responsible for arranging their own insurance. Mammut will not be held liable for any accidents which may occur in connection with the Promotion to the extent permitted by law.
- 47. In the event that prizes are sent by post to the winner(s), Mammut is in no way liable for the conduct of the courier or shipping provider.
- 48. In the event that the Promotion does not take place as intended due to any grounds, not be practicable, or it is found to be in conflict with existing law, then Mammut reserves the right immediately to cancel, modify or postpone the Promotion without incurring any liability for such and without resulting in the right to compensation on the part of the participant.

# **Data Protection and Participation**

- 49. By participating in the Promotion, the participants grant Mammut, a supervisory authority and an implementing agency where applicable, access to their personal information.
- 50. The data collected will be solely used to implement the Promotion and will be stored for a maximum of three months, unless the participant has signed up for the newsletter or expressed consent that their data may be used for other purposes.
- 51. Participants have the right to access, correct and delete their personal information.
- 52. Mammut reserves the right to exclude participants from the Promotion who have submitted entries with incorrect or falsified personal information.
- 53. Mammut reserves the right to exclude any participants who attempt to manipulate the Promotion, interfere with or violate the rules of conduct or conditions of participation in any way.
- 54. Mammut has the right to disqualify or exclude a participant at any time based on reasonable grounds. Recourse against Mammut is not permitted.

- 55. Mammut reserves the right to exclude participants on the basis of (suspected) unfair conduct, fraud or any other violation of the rules of conduct or conditions of participation. Recourse against Mammut is not permitted.
- 56. The Promotion will not be valid in countries where the implementation of such is contrary to existing law. It is the responsibility of participants to ensure that their participation in the Promotion does not violate any local laws.
- 57. The Promotion and the outcome of such cannot be contested in any way, except as expressly stated in these conditions of participation.

### **Applicable Law and Dispute Resolution**

- 58. A decision made by Mammut is final and binding. Mammut will not enter into any correspondence regarding the outcome of the Promotion.
- 59. If any item in these conditions of participation is judged by a valid court or competent authority to be invalid or unenforceable, this item will be eliminated and the remainder of the items will remain in force unchanged.
- 60. Swiss law will exclusively apply. The place of jurisdiction is Lenzburg.
- 61. Mammut reserves the right to alter the conditions of participation at any time without resulting in any liability towards the participants or third parties. In the event of such, a revised version of the conditions of participation will be published on the Mammut website.
- 62. Mammut will implement the Promotion in accordance with applicable law. Complaints or queries regarding the conditions of participation and Promotion may be addressed in writing to: Mammut Sports Group AG, Legal department, Birren 5, 5703 Seon, Switzerland.