



## Terms and Conditions

### Who is the organiser?

1. The organiser of the raffle is On AG (company no. CHE-115.332.641), whose registered office is at Pfingstweidstrasse 106, 8005 Zürich, Switzerland (hereinafter referred to as the “Raffle” and “On” or “we” respectively).

### Who may participate?

2. Employees of On, their close relatives and anyone otherwise connected with the organisation of the Raffle, are excluded from participation.
3. By registering for the Raffle, you are indicating your agreement to be bound by these Terms and Conditions.

### What is the Raffle?

4. You can enter the raffle by uploading a photo or video on your Instagram profile and tagging @On\_Running and #PennRelays2022.
5. There is no entry fee and no purchase necessary to participate in the Raffle.
6. Only one entry will be accepted per person. Multiple entries from the same person will not be considered.
7. Closing date for entry in the Raffle is 30.04.2022 at 11:59pm. (the “Closing Date”). After this date no further entries to the Raffle will be permitted. No responsibility can be accepted for entries not received for whatever reason.

### What is the Raffle prize?

8. The prize per winner is as follows: OAC Singlet from the 4 x 1 mile team and a pair of Cloudmonster shoes (hereinafter collectively referred to as “the Prize”).
9. The winner is not eligible to select the products that form part of the Prize themselves. The winner will only be able to select the size of the Cloudmonster shoes.
10. Regarding On products, On’s standard warranty terms as defined in the [General Terms and Conditions](#) apply.
11. The Prize is as stated and no cash or other alternatives will be offered. The Prize is not transferable or exchangeable. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.
12. Prizes may be subject to withholding tax. As a consequence, On may, depending on the type of prize, (i) report the prizes, the prize values and the winners to the Swiss Federal Tax Administration



or (ii) withhold the 35% withholding tax and pay it to the Swiss Federal Tax Administration. On is entitled to retain the prizes until the winners submits all information required under the applicable fiscal law (such as certificate of residence or any other documents).

### **How are the winners determined and notified?**

13. One (1) winner of the Raffle will be drawn at random.
14. The winner will be notified via Instagram DM 01.05.2022. All of the details relevant for claiming the prize will be communicated in the said notification (full name, address, phone number, email). The prize will be sent to the winner the week after the Closing date.
15. If the winner cannot be contacted or does not claim the prize within 2 (two) days of notification, we reserve the right to withdraw the prize from the winner and pick a replacement winner if the winner doesn't reply during the same day.
16. The winners agree to the use of their first name and the first letter of the last name (i.e. "Sandra M.") and of their location in any publicity material published by On or any third parties.

### **Data Protection**

17. Any personal data relating to you will be used for the Raffle, in accordance with the applicable data protection legislation.
18. In addition, On will use the information provided to send you newsletters about On's products, surveys, offers and other promotional materials, if you sign up for our newsletter in the questionnaire.
19. For more information about the handling and use of your personal data, please visit the following website: [https://customer-service.on-running.com/privacy\\_policy](https://customer-service.on-running.com/privacy_policy).

### **Miscellaneous**

20. On's decision in respect of all matters to do with the Raffle are final and shall not be subject to review or appeal.
21. On reserves the right to cancel or amend the Raffle and these Terms and Conditions without notice in the event of force majeure such as a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of On's control. You will be notified about any changes to the Raffle as soon as possible.
22. By participating, you agree to release, discharge and hold harmless On, its legal representatives, affiliates, subsidiaries, agencies and their respective officers, directors, employees and agents from any damages whatsoever suffered, sustained or allegedly sustained in connection with the Raffle.
23. On has the right, at its sole discretion and at any time, to change or modify these Terms and Conditions, such change shall be effective immediately upon posting to this webpage.



24. This Raffle is in no way sponsored, endorsed or administered by, or associated with any third party provider.

**Applicable Law & Dispute Resolution**

25. These Terms and Conditions are governed by Swiss law and any disputes will be subject to the exclusive jurisdiction of the courts of Zurich, Switzerland.

Status: April 2022