

Contest Rules

These rules are the terms and conditions applicable to the contest administrated by DFDS A/S. The contest is intended to be conducted in Germany and shall be construed and evaluated according to applicable individual country law. No purchase is necessary. Entry in the contest constitutes acceptance of these contest rules (the “**contest rules**”).

To be eligible to enter a contest , an individual must:

- be a legal resident of the country.
- be at least 18 years of age on the date of the entry.
- if applicable, have a valid Instagram account at the time of entry.

Employees of DFDS A/S, related advertising and promotional agencies and Contest prize providers (all such entities being individually and collectively referred to hereafter as the “**Sponsors**”), a person who has been confirmed as a winner of one (1) DFDS A/S administered contest within one (1) month preceding the indicated Contest start date and/or a household member of any of the above are not eligible to enter or participate in the Contest unless otherwise specified by the Sponsors.

The Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate, or misleading personal details and/or information.

CONTEST PERIODS

Each Contest entry period (each a “**Contest Period**”) shall start, and end as announced on the DFDS A/S social media channel (the “**Program**”) and/or as indicated on dfds.com (the “**Contest Website**”) after which time the Contest will be closed and no other entries shall be accepted.

HOW TO ENTER.

There is no purchase necessary to enter a Contest. To enter prior to the end of an applicable Contest Period, follow our Instagram page “DFDS Deutschland @dfdsde”, like and comment on our competition post on DFDS Instagram. Entries must be received prior to the end of the applicable Contest Period to be eligible for entry.

Limit of one (1) entry per person per Contest Period, unless otherwise indicated. In the case of multiple entries, only the first eligible entry will be considered, and the remainder will be void.

All entries, including, if applicable, any story and/or photograph submitted in connection with the Contest entry (the “**Work**”), become the sole property of the Sponsors and will not be returned for any reason. Entries must be received prior to the indicated Contest Period entry deadline. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled, or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected as a potential Contest winner.

Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address or Instagram account associated with the entry, as applicable. For the purposes of these Contest Rules, “authorized account holder” of an e-mail address or Instagram account is defined as the natural person who is assigned to an e-mail address or Instagram account by an Internet access provider, on-line service provider, Instagram or other organization responsible for assigning e-mail addresses or Instagram accounts for the domain or account associated with the submitted e-mail address or Instagram account. Each selected entrant may be required to provide DFDS A/S with proof that the selected entrant is the authorized account holder of the e-mail address or Instagram account associated with the winning entry.

Winners will be contacted by the Sponsors with instructions on how to claim the prize.

Prizes must be accepted as awarded and cannot be transferred, assigned, substituted, or redeemed for cash, except at the sole discretion of the Sponsors. Any unused portion of a prize will be forfeited and have no cash value. The Sponsors reserve the right, in their sole discretion, to substitute a prize of equal or greater value if a prize (or any portion thereof) cannot be awarded for any reason.

The Sponsors shall not assume any liability for lost, damaged or misdirected prizes.

In the case of gift cards or gift certificates, the terms by which the gift cards or gift certificates may be redeemed are governed by the applicable retailer or service provider. DFDS A/S is not responsible for administering or ensuring compliance with the terms and conditions of the gift cards or gift certificates.

PRIZE CONDITIONS.

All incidental costs and expenses including applicable taxes not specifically referred to herein as part of the prize description (the “**Expenses**”) are the sole responsibility of the prize winner and/or guest(s), where applicable. All prize elements are subject to availability and substitution. The winner shall not seek reimbursement for the Expenses from the Sponsors.

WINNER SELECTION.

Following the end of the applicable Contest Period, DFDS A/S will select one (1) entrant by a random draw from all eligible entries received during the Contest Period, unless otherwise indicated. Each entrant shall be eligible to win only one (1) prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received for the Contest. Any remaining entries will not be carried over for entry in the next Contest.

Before being declared a winner, the selected entrant(s) may be required to sign and return the Release (described below).

If the selected entrant does not respond within three (3) business days of notification, he/she will be disqualified and will not receive a prize and another entrant may be selected (as determined by DFDS A/S in its sole discretion) until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected entrant's response.

If, because of an error relating to the entry process, drawing or any other aspect of a Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible prize claimants to award the correct number of prizes.

Winners (and if applicable, any guest of the winner) may be required to execute a legal agreement and release ("**Release**") that confirms his or her: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the prize as offered; (iii) release of the Sponsors, if applicable, Instagram, and each of their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "**Releasees**") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsors of the unrestricted right to produce, reproduce, convert, publish, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt, and otherwise use or re-use the submitted Work, his or her name, image, likeness, comments, voice and/or biography in any and all media now known or hereafter devised in connection with publicity related to the Contest.

INDEMNIFICATION BY ENTRANT

By entering a Contest, each entrant releases and holds the Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrants or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in the Contest, any breach of the Contest Rules, or in any prize-related activity. Each entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.

RIGHTS CLEARANCE

By providing the Work to the Sponsors in connection with the Contest (if applicable), each entrant shall retain all right, title and interest (including copyright) in and to the Work, and shall grant to the Sponsors a worldwide, gratuitous, irrevocable, and exclusive license to copy, use, modify, reproduce, display, adapt and transmit the Work for use in all media now known or hereafter devised in perpetuity beginning on the date of entry, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest. The entrant hereby warrants that the Work is an original work, solely created by the entrant, that no third party participated as an author, co-author, photographer or otherwise in the creation of the Work or any part thereof and that the Work does not infringe third party intellectual property rights. The Sponsors assume no responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and all such liability shall remain with the entrant. In addition, each entrant warrants to Sponsors that the is not defamatory or obscene and does not violate any laws relating to hate speech or otherwise. Sponsors reserve the right to exclude any Work on the basis of concerns relating to the rights of third parties, including but not limited to privacy, intellectual property rights, defamation, rights of personality, obscenity or hate speech, as determined by Sponsors in their sole discretion.

LIMITATION OF LIABILITY

The Sponsors assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected, or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsors are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsors assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsors are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing or otherwise. The Sponsors are not responsible for any injury or damage to any entrant or to any computer related to or resulting from participating or downloading materials related to the Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any prize. The Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsors, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud,

technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of the Contest and/or the Contest Website.

By participating in a Contest, each entrant agrees to be bound by the Contest Rules. Entrants further agree to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest, the Contest Website, or any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any the Sponsor's property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. If applicable, winners (and guests, if applicable) must at all times behave appropriately when taking part in the prize and observe the Contest Rules and any other rules or regulations in force at any prize-related locations. The Sponsors reserve the right to remove from any prize-related locations, any winner and/or guest who breaks such rules and/or fails to behave appropriately and to disqualify such winner and/or guest.

PRIVACY / USE OF PERSONAL INFORMATION

DFDS A/S will collect and process your personal data as a data controller in accordance with the Privacy Policy which can be found here:

<https://www.dfds.com/en/legal/privacy>

TERMINATION

DFDS A/S reserves the right, in their sole discretion, to terminate any Contest, in whole or in part, and/or modify, amend, or suspend a Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

This contest and the Contest Rules are governed by the substantive law of Denmark. Any dispute arising out of or in connection with this Agreement and any purchase order, including any disputes regarding the existence, validity, or termination thereof, which cannot be settled amicably, shall be referred to the ordinary courts of Denmark, with Copenhagen as agreed venue. The Contest Rules are subject to change without notice in order to comply with any applicable laws or the policy of any other entity having jurisdiction over the Sponsors and/or the Contests.

LANGUAGE DISCREPANCY

In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.

SOCIAL MEDIA

This Contest is in no way sponsored, endorsed, or administered by any social media platforms on which the Contest may have been promoted and/or publicized, including but not limited to Instagram. Any personal information provided in connection with the Contest is being provided to DFDS A/S and not to Instagram. Any questions or comments regarding a Contest must be directed to DFDS A/S and not to any of the social media platforms on which the Contest may have been advertised or administered.