

# TomTom "Traffic Free" Cultural Competition

## Terms and Conditions

**TomTom International B.V.**, I laws of the Netherlands and having its registered address at De Ruijterkade 154, 1011 AC Amsterdam, the Netherlands ("**TomTom**"), is happy to announce its "Traffic Free" Competition ("**Competition**"). The Competition is governed by these terms and conditions ("**Terms and Conditions**").

### 1. What is the Competition about?

Focusing on the TomTom Traffic Service and it's potential to help consumers get to their destination faster, TomTom wants to promote this by offering the public a chance to win a family holiday Family consists of winner, winner's spouse or life partner and a maximum of 3 minors aged 18 years of age or younger as of the date of entry. Winner and / or their spouse or life partner must be the parent or legal guardian of the minors.) on a Traffic Free Island (Koh Phi Phi – Thailand), through a dedicated Facebook application on every local TomTom participating Facebook page ("**Facebook Site**") as well as a specific landing page accessed via TomTom.com.

Participants need to fulfill three elements to participate in the Competition to be found on the Facebook page/TomTom.com:

- 1) Answer 2 multiple choice questions correctly;
- 2) Supply us with their email address;
- 3) Supply us with their telephone number

The winner will be randomly chosen from a list of correct answers.

The entire competition period shall run from 20<sup>th</sup> Oct 2014, 08.00 AM CET until 31<sup>st</sup> Jan 2015 00.01 AM CET ("**Competition Period**"). For United Kingdom & South Africa

All other markets (listed in section 2 Eligibility) shall run from 1<sup>st</sup> Nov, 08:00 CET until 31<sup>st</sup> Jan 2015, 00.01 AM CET ("**Competition Period**")

### 2. Eligibility

Participating in the Competition is free and open to everyone who is 18 years or over as of the date of entry, and is also legal resident of and domiciled in:

- United States of America **expect** for residents of the following states
  - o CALIFORNIA, COLORADO, CONNECTICUT, FLORIDA, ILLINOIS, NEW YORK and VERMONT

- Austria
- Belgium
- Brazil
- Croatia
- Czech Rep
- Germany
- France
- Ireland
- Netherlands
- Portugal
- South Africa
- Spain
- Turkey
- United Kingdom

(the “**Participating Countries**”)

Employees and immediate family members (defined as spouse, child, mother, father, grandparent, grandchild, brother, sister, including by adoption or marriage (e.g. a step-sibling) and the spouse of any of the foregoing) of employees of any business that is involved or associated with the Competition (including TomTom and its associated companies) are not eligible to enter the Competition. TomTom reserves the right to verify the eligibility of all participants.

### **3. How to participate**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

Participants can submit their application form to the Facebook application on the Facebook Site or the competition tab hosted at [tomtom.com/trafficfree](http://tomtom.com/trafficfree) during the Competition Period. Application includes providing personal contact details and a valid email address. Each participant must answer 2x multiple choice questions correctly. The submitted application forms will be reviewed by TomTom in accordance with paragraph 4.

After submitted an application, a message will appear on the Facebook news feed or a confirmation message will appear on the competition tab hosted on [tomtom.com/trafficfree](http://tomtom.com/trafficfree) which means that the application has been successfully taken into account. If this message for any reason whatsoever, does not appear, the entry is deemed not to be approved by TomTom and is therefore not eligible to enter the Competition.

There is no fee charged to enter the Competition other than the cost of you accessing the internet.

Participants may not include information on the application forms that is partly or as a whole unlawful, offensive, inappropriate or contrary to good morals or denigrating to TomTom or the Competition. TomTom will have the sole discretion to reject or remove application forms submitted by the participants that do not comply with this paragraph or the spirit of the Competition.

#### **4. Prize selection**

A committee consisting of representatives selected by TomTom, will select 1 winning entry overall once the recruitment period is over, 1<sup>st</sup> Feb 2015.

#### **5. Prizes**

- Family consists of winner, winner's spouse or life partner and a maximum of 3 minors aged 18 years of age or younger as of the date of entry. Winner and / or their spouse or life partner must be the parent or legal guardian of the minors.
- All airport transfers
- Return Flights from their country of residence to Kho Phi Phi
- Hotel stay for 7 nights
- All transfers

Approximate Value ("ARV") of 15,000 EUR;

The winner will be announced within 5 days of the competition closing.

The winner will be informed via email and must respond within 48 hours of the email being sent. Otherwise the prize will be distributed to another contestant.

The winner and guests must be able to travel before the end of December 2015.

The winner and guests must have a valid passport to travel.

The winner and guests must make visa arrangements themselves.

The winner must have permission from their employer to travel on the dates mentioned above.

TomTom will not replace any loss of earnings due to the trip.

The ARV of each of the prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any lapse in time between the date the ARV is estimated for purposes of these Terms and Conditions and the date the prize is awarded or redeemed. If the actual purchase price of the prize is less than the ARV stated herein, the prize winner will NOT be entitled to a check, cash or other form of payment for the price difference. TomTom reserves the right to substitute a prize of comparable value for the original prize in the event of prize unavailability. Prizes are not redeemable for cash.

#### **6. Intellectual property rights**

By submitting an application form, including – if applicable – text and images (photo/picture) ("**Content**");

**6.1** The participant warrants to TomTom that:

i). the participant is the sole owner of all intellectual property rights relating to the Content, in particular the copyright and any other intellectual property right relating to submitted texts.

The participant thus warrants having the full right and title to submit the Content, and that the Content is free of any rights or claims of third parties that could be asserted against the use of the Content.

**6.2** The participant agrees to indemnify and hold TomTom and its affiliated companies, its officers, directors, employees and agents harmless from any and all:

i). Losses, costs (including reasonable attorney fees) and expenses awarded against TomTom; and/or;

ii). rights or claims alleged against TomTom, arising out of or resulting from a breach of the participant's obligations under this clause and/or in respect of claims that anything done or provided by the participant infringes the intellectual property rights owned or asserted by third parties.

**6.3** The participant grants TomTom and its affiliated companies a worldwide, royalty-free, non-exclusive, unrestricted, transferable, sub-licensable right to use the Content in connection with the Competition and related business purposes, including for promotional activities as further described in these Terms and Conditions. This right includes, but is not limited to the permission to:

i). copy, distribute, publicly display, make publicly available and modify the Content. This includes inter alia all graphic media (like catalogues, brochures and flyers) and online media such as (internet, intranet and mobile networks) regardless of the used techniques;

ii). change, format, divide, split or combine with other logo's and brands, also related to for instance contests or promotions from TomTom;

iii). distribute and make publicly available, notably to promote TomTom, in particular the Competition. This includes the right to use the Content for commercial purposes, in advertorials, inter alia in store and on internet, and for internal and external and promotional communication.

**6.4** The participant warrants that the Video does not infringe on the image and personality rights of persons that are recognizable in the Content.

**6.5** To the extent permitted by law, the participant unconditionally and irrevocably waives, and shall procure that any third party engaged by the participant in the production of the Content shall unconditionally and irrevocably waive, all moral rights relating to the Content. This includes in particular, but is not limited to, the right to claim authorship and the right to object

to adaptations, modifications and other changes to the Content. The participant hereby declares that the participant will not use any moral right to oppose, prevent or impede the acts of using the Content described under these Terms and Conditions.

## **7. Acceptance of prizes**

It is the winners' responsibility to ensure that they are capable of accepting the prizes.

All decisions are final without recourse to legal process. If a winner does not respond within 48 hours after a notification has been sent to the electronic contact details (e-mail, Twitter or Facebook) submitted or registered by the winner, another winner will be selected from the remaining eligible entries in accordance with the selection process for the specific competition.

By accepting a prize, each winner agrees to be responsible for all federal, state, provincial, local, or other applicable taxes associated with acceptance and use of the prize. All prizes awarded are personal and non-transferable and cannot be redeemed for cash or credit. TomTom reserves the sole right and discretion to change any of the prizes by another prize of higher or similar value. Where required by law, prize winner will be required to complete applicable tax forms such as a W-9 and provide a tax payer's identification number.

Winners accept that by entering any of the elements of the Competition they may be asked to take part in related publicity and promotional activities. Winners may have their name and country displayed on the Facebook Site and/or on any other TomTom websites.

## **8. Notice and take down**

All material (including, but not limited to, Content) posted on the Facebook Site must comply with these Terms and Conditions. TomTom reserves the right at all times to take down any material TomTom considers to be unacceptable, illegal or in any other way violating the Terms and Conditions.

If you consider any material on the Facebook Site to be illegal or unacceptable and wish to complain, please send an e-mail to [engagement\\_team@tomtom.com](mailto:engagement_team@tomtom.com) outlining the nature of your complaint.

On receipt of your notice, TomTom will investigate the complaint and may, as a result, remove or edit the material at issue.

## **9. Privacy statement**

For this Competition TomTom needs to use the information about the participants and others, which participants enter on the Facebook Site. As a participant, you need to be aware that some of the information you submit, such as photos and comments, could contain (sensitive) information about you and others. You need to make sure that you only submit information about others, when you have permission from them to do so. TomTom will use the information for the Competition and promotion of

the Competition. TomTom will destroy all information submitted within 3 months after the Competition ends, except for the information from the winner. TomTom will continue to use your name and email address for its own general promotional purposes, but only if you give permission for this on the Facebook Site.

TomTom adheres to European Union and other local privacy laws. Based on this, TomTom will only use your information for the purpose and duration for which it was obtained. TomTom will protect your information against misuse. TomTom will not give anyone else access to your information, unless explicitly and lawfully ordered to do so, following due process.

If you think that your information is not being used for the purpose for which you have provided it to TomTom, contact us at <http://tomtom.com/support>. You can find our privacy policy on <http://tomtom.com/privacy>.

## **10. Liability**

Nothing in this Competition or these Terms and Conditions shall operate so as to exclude or limit the liability of TomTom which cannot be excluded or limited by law.

Although TomTom will use its best effort to arrange for a smooth operation of the Competition, TomTom shall not be liable for any damages – except in the case of willful conduct or gross negligence on the part of TomTom or TomTom’s management – that arise from the Competition in general or the use of the Facebook Site specifically. Participating in the Competition implies knowledge and acceptance of the characteristics and limitations of internet, inter alia technical performance, the transfer of information and data, the risk and effect of interruptions and more in general the risks that are inherent to communication through internet, such as limited data protection, malware and viruses.

It is the responsibility of the participant to take all foreseeable and reasonable measures to protect his computer and its content. Use of the Facebook Site and participating in the Competition is at the sole responsibility of the participant.

## **11. Prize Conditions and releases**

By entering and participating in the Competition, each entrant agrees on behalf of itself and each of entrant’s heirs, executors, and administrators (A) to release and hold harmless TomTom and the Administrator and their respective officers, directors, and employees (collectively, “**Released Parties**”) from any and all liability, rights claims and causes of action that entrant may have or which may arise against the Released Parties for any illness, injury, death, loss, litigation, or personal or property damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant’s participation in the Competition and/or his/her acceptance, possession, use, or misuse of the Prizes or any portion thereof; (B) that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact

or in law, with respect to the Prizes, including, without limitation, to such Prize's quality or fitness for a particular purpose; and (C) to be bound by these Terms and Conditions and to waive any right to claim any ambiguity or error therein or in the Competition itself, and to be bound by all decisions of TomTom, which are binding and final. Failure to comply with these conditions may result in disqualification from the Competition at TomTom's sole discretion.

## **12. Contact**

In the event a participant wishes to receive more information about the Competition, about the (distributed) prizes, about TomTom products or services or has a complaint about the Competition, the participant can contact Customer Care via the website [www.tomtom.com](http://www.tomtom.com) or by sending an e-mail to [socialmedia.globalteam@tomtom.com](mailto:socialmedia.globalteam@tomtom.com) .

## **13. Termination**

If, for any reason, this Competition is not capable of running as planned or is in conflict with local regulations TomTom reserves the right to cancel, terminate, modify or suspend all or part of the Competition without resulting in liability or any claim of damages. This includes, but is not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of TomTom.

## **14. Miscellaneous**

TomTom shall carry out this Competition in compliance with the laws and regulations on promotional games of chance and skill and promotional gifts.

Participants are responsible for ensuring that they comply with the Facebook Terms and Conditions and any other Third Party Terms and Conditions that may also apply.

## **15. Choice of law**

The Competition and these Terms and Conditions will be governed by and construed in accordance with local law of the country where the participant is residing.