B&&B Climb Off - Instagram Terms & Conditions

- 1. This competition (the "competition") is open to people aged 18 and over as of 31st August 2018 who 'follow' the German Instagram page for The North Face @thenorthfacede. The competition is open to Germany residents only.
- 2. By following the The North Face DE Instagram page, and sending your Direct Message ("DM") stating "I dare to climb" you are deemed to have accepted these Terms and Conditions and The North Face's privacy policy <u>here</u>.
- 3. There will be 3 individual competition days: Friday 31st August, Saturday 1st September and Sunday 2nd September 2018. Only submissions made via DM on the day of each climb will be accepted. If you are unsuccessful on the first day, you are welcome to re-enter on a following day, and may be entered onto a reserves list.
- 4. The competition for each day's climbing slots will open at 9am on the day of the climb, and the competition will close once all slots have been filled for that day. No entries will be accepted outside of this time period. All dates and times are German dates and times.
- 5. Sixty Six [66] contestants will be chosen from the DMs. The contestants will be selected on a first come, first served basis by the community manager for The North Face. The climbs will happen every 15 minutes at the boulder wall at Bread&&Butter between 2pm-10m Friday and Saturday, and 1pm-4pm Sunday. The selection process will take place each morning until all spots are filled.
- 6. Each successful applicant will have the opportunity to climb the boulder wall for a chance to win a limited edition customised Nuptse jacket. You will have 10 minutes to complete your climb. If you do not complete your climb within the designated time frame, the consolation prize is a The North Face t'shirt.
- 7. The prize is non-exchangeable and is not redeemable for cash or other alternatives.

- 8. The North Face accepts no responsibility for any costs associated with the prize and not specifically included in the prize.
- 9. Contestant notification and prize fulfilment process is as follows:
- · The contestant will be notified by Instagram DM on the day of the climb with their climb timeslot and details on next steps – asking for their name, IG handle and phone number
- · The contestant must reply with these details and confirm their timeslot
- · If the contestant does not respond & confirm via DM within 15 minutes of receiving their timeslot they may forfeit their slot.
- · If the contestant rejects their prize or the entry is invalid or in breach of these Terms and Conditions, the winners' prize will be forfeited and The North Face shall be entitled to select another climber.
- The contestant must arrive at the boulder wall 15 minutes before their timeslot to sign a consent form and collect their climbing shoes.
- · The limited edition customised Nuptse (1st prize) or The North Face t'shirt (consolation prize) will be awarded to the climber immediately after the climb
- 10. Any entrants with an affiliation to The North Face or related companies will be disqualified.
- 11. The North Face shall use and take care of any personal information you supply to it as described in its privacy policy <u>here</u> and in accordance with data protection legislation.
- 12. The North Face accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the competition or accepting the prize. Nothing in these Terms and Conditions shall exclude the liability of The North Face for death, personal injury, fraud or fraudulent misrepresentation as a result of its negligence.
- 13. The North Face reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this competition with or without prior notice for any reason whatsoever, including due to reasons outside its control (including, without limitation, in the case of anticipated, suspected or

actual fraud). The decision of The North Face in all matters relevant and/or related to this competition is final and binding and no correspondence will be entered into.

14. The North Face shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

15. The competition will be governed and construed in accordance with the laws of Germany. Entrants to the competition submit to the exclusive jurisdiction of the German courts.

16. All personal data collected as a result of this competition (contestant's name, Instagram handle and mobile number) will be collected via the Instagram channel and stored by The North Face & its event partners for a maximum of 1 week, before being deleted in accordance with the GDPR. All personal data will be collected purely for the means of entering the competition and will not be used for any further marketing.

Promoter: VF International Sagl, a Swiss company with registered offices in <u>Via Laveggio 5, 6855 Switzerland</u>.