

Terms and Conditions for Participating of the 2021 X-Ultra-4 GTX contest

1. General Terms

By participating in the 2021 X-Ultra-4 GTX contest ("Promotion"), you accept these Terms. Please read these Terms carefully before participating. If you do not agree to the Terms, you may not participate in the Promotion.

These Terms govern the relationship between you and Salomon SAS, 14 chemin des Croiselets – 74370 Epagny Metz-Tessy, France. tel: +33 4 50 65 41 41 RCS: 325 820 751 ANNECY, ("Organizer") in relation to the Promotion. Questions and feedback about the Promotion may be brought to the attention of Organizer through the aforementioned contact details.

The Promotion begins on 21th of April 2021 at 12 A.M CET and ends on 28th of April 2021 (at 11 P.M CET) (inclusive) ("Promotion Period"). Only entries received within the Promotion Period will be taken into account.

The Promotion promotes the outdoor sports and the Salomon products.

2. Right to Participate

The Promotion is open to individuals who are legal residents of France, Germany, United Kingdom, Austria, Norway, Sweden, Switzerland, Spain, USA, Canada (excluding Quebec), Poland, Denmark, Finland, Ireland, Netherlands, Romania, Belgium, Luxembourg, who are over the age of majority in their jurisdiction of residence. The Organizer may require winners to certify their eligibility to participate in the Promotion.

Employees, representatives and agents of the Organizer or those of any of its affiliates, as well as the immediate family (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such employees, representatives and agents and anyone otherwise connected with the operation or fulfillment of the Promotion, are not eligible to participate in the Promotion. Any illegible entries will be held void.

3. Instructions for Participation

The contest is run on Instagram only. To participate in the contest the participant must:

- Consult and accept our Terms & Conditions.
- Share a screenshot on their Instagram Stories using their balancing skills using the Salomon X-ULTRA-4 GTX Instagram Filter.
- Use the hashtag **#SalomonXultra4GTX + @Salomon**.
- Share the screenshot with @Salomon by Instagram Direct Message.

You may only submit pictures taken by you or which you have obtained the rights to. By participating in the Promotion, you warrant that you hold all rights necessary to the submitted material, that such material does not infringe the copyrights, trademarks, moral rights, rights of privacy/publicity, trade secrets, or any other intellectual property or personality or privacy rights of any person or entity and that no other party has any right, title, claim, or interest in or to the submitted material. You may only submit material that is not offensive, insulting, infringing, or entail any form of advertising or otherwise contain objectionable or inappropriate content which might damage the reputation of the Organizer or which the Organizer deems inappropriate or unlawful.

If you are selected as a winner, you allow the Organizer to use your name and use, reproduce, modify, adapt, publish and display your submission (photo and tagline) as well as biographical information, photographs, video recordings, statements, and other such materials of you in its advertising and marketing campaigns to be used worldwide for a maximum duration of 5 years from the selection of the winner. The use of the submission for advertising and marketing purposes is without any further remuneration or separate agreements to the extent permitted by mandatory law. In doing so, the Organizer will acknowledge you and/or your contribution to the extent required under applicable mandatory law.

Participation in the Promotion is not subject to a charge.

You will receive direct electronic marketing, such as promotional messages by the Organizer. You can always opt-out from receiving direct electronic marketing by following the instructions in the messages.

Any illegible or fraudulent entries will be rejected. If you enter or attempt to enter the Promotion in violation of these Terms or in a manner that is otherwise unfair to other participants, you may be rejected from the Promotion at the Organizer's sole discretion.

No responsibility is accepted for late, lost, delayed, damaged, corrupted, illegible or incomplete entry forms, which shall be disqualified at the discretion of the Organizer, or for transmission or computer error affecting the logging of entry forms. Proof of posting will not be accepted as proof of delivery.

4. Selection of Winner

The winners of the Promotion will be determined on the 03rd of May 2021 at Salomon SAS, 14 Chemin des Croiselets – 74370 Epagny Metz-Tessy, France.

Winners will be selected by a jury of 2 people from the Salomon Social Media Team and will be notified by no later than on the 03rd of May 2021 directly by the Organizer by private message on Instagram. The prize will be delivered to the winners no later than the 01st of June 2021.

The names of the winners will also be published on Salomon Instagram account and on www.salomon.com to the extent the winners have not prohibited the publication of their names. By entering this Promotion, you agree to such publication of your name if you are a winner. You are allowed to withdraw your consent at any time. If a winner cannot be reached within 4 business days as of the date on which the Organizer first attempted to reach the winner, or if the Organizer has reasonable grounds for believing that an entrant has contravened any of these Terms, the initial winner will be considered to have forfeited their right to the prize and the Organizer is entitled to select another winner. The Organizer's decision(s) are final, and no correspondence shall be entered into.

For a list of winners, to the extent the winners have consented to the publication of their names and not withdrawn their consent, send an email to sofia.rodriquez@salomon.com. Requests must be received by 30 days after the end of the Promotion.

5. Prize[s]

The total number of prizes awarded in the Promotion is 5.

The following is included in the prize:

- A pair of shoes of the X-Ultra-4 GTX
- The value of the prize is 150 euros

The Prizes are personal, non-exchangeable, non-transferable and non-refundable. No cash alternative is available, except if the prize (or any part thereof) becomes unavailable due to circumstances beyond the Organizer's control, in which case Organizer may offer an alternative prize of equal or greater monetary value. To the extent not prohibited under applicable mandatory law, you will be solely responsible for all applicable taxes relating to your receipt and/or use of the prize, if applicable. The Organizer will give notifications to tax authorities and pay any taxes that it is obliged to pay in accordance with applicable mandatory law.

Unless otherwise provided under applicable mandatory law or expressly stated in writing in connection with the distribution of the prize, the prize is awarded on an "as is" basis and the Organizer, nor any of its affiliates, makes any representations or warranties of any nature with respect to the prize.

6. Liability

The Promotion is in no way sponsored, endorsed, and/or administered by, or associated with the entity maintaining the social media platform Instagram. You hereby agree to release, indemnify and hold harmless the entity maintaining the social media platform from any liability in connection with the Promotion.

Nothing in these Terms shall exclude or in any way limit the Organizer's liability for fraud, or for death or personal injury caused by the Organizer's negligence or any other liability to the extent the same may not be excluded or limited as a matter of law. Some jurisdictions may not permit limitations of certain rights, claims, implied warranties or types of damages. Some of the following limitations may, therefore, not apply to you.

Subject to previous section, the following shall apply. To the extent permitted by applicable mandatory law, by participating in the Promotion, you agree to release the Organizer and its affiliates from any and all liability arising in any manner out of the Promotion including, without limitation, the selection of the winner, the administration of the Promotion, and the acceptance or the use of the prize or any component thereof as well as to indemnify and hold the Organizer and its affiliates harmless from and against any claims, damages, liabilities, losses, costs or expenses arising from, or attributable to, any of your acts or omissions relating to the Promotion. Except in the event of gross negligence or willful misconduct, the Organizer's and/or its affiliates' liability will in any case be limited to the value of the prize to the extent permitted by applicable mandatory law.

7. Dispute Resolution

These terms shall be governed by the laws of the country of the participant.

If you have a complaint relating to these Terms, we will attempt to resolve the complaint internally. Ultimately, any dispute shall be brought before the Court of first instance with jurisdiction over the place where you are a legal resident.

If a dispute, conflict or controversy arising out of, or in connection with this Promotion, cannot be resolved through negotiation between the parties, the European Commission provides a platform for online dispute settlement. This gives you the opportunity to settle disputes in connection with these Terms without first engaging a court. The platform can be found at <http://ec.europa.eu/consumers/odr/>. The consumer can also submit the matter for resolution to a competent national dispute resolution body.]

8. Personal Data

Any personal data submitted in connection with the Promotion is registered and processed in accordance with the Privacy Policy, available at www.salomon.com .