

## Red & Yellow Will Never Go Out of Fashion Competition

### Terms and Conditions

1. Information on how to enter forms part of these conditions of entry. By entering this competition, all participants are deemed to have agreed to be bound by these terms and conditions.
2. The Promoter is Deutsche Post DHL (DHL) of Fritz-Erler Strasse 5, Bonn 53113, Germany.
3. This Promotion is only open to people over 18 years of age at time of entry. Employees of Deutsche Post DHL, its subsidiary companies, agencies working on behalf of Deutsche Post DHL and their families are not eligible to win prizes.
4. The promotion period commences at 00.01 GMT on 12 February and closes at 11.59 BST on 26 March 2018.
5. To enter: Take a photo of yourself in your red & yellow street style fashion and upload the image to the DHL InMotion Fashion platform (<https://www.dhl-in-motion.com/fashion/RedAndYellow/>) All moderated entries (see point 12.) can be found on the competition entry page. Users accessing this page are prohibited from downloading any images from the competition entry page.
6. Entry is free and no purchase is necessary however, internet access and a valid email address is required.
7. By signing up and taking part in the DHL Red & Yellow Will Never Go Out of Fashion Competition, all entrants are deemed to have granted DHL permission to use their name and uploaded image on DHL owned social media platforms and website. Any announcement of the winners may be made on DHL websites and owned social media accounts.
8. Prize: One (1) selected winner will win the Grand Prize of a €250 Net-A-Porter voucher.
9. Additional Prize Details:
  - a. The Prize is for a voucher which is valid online at <https://www.net-a-porter.com>;
  - b. The Voucher can be used as full or part-payment for Net-a-Porter products;
  - c. Vouchers are not redeembale nor replaceable if lost, stolen or damaged;
  - d. The voucher must be used by the date specified by Net-a-Porter;
  - e. Winners will not receive any refund if the full value of the gift voucher is not used;
  - f. The prizes are non-transferable, are not exchangeable and have no cash or other alternative in whole or in part.
10. Multiple entries are accepted across the campaign period but onlyone (1) Grand Prize can be won per person.
11. Entrants will be judged within 3 days after the close of the Promotion and, for your total confidence, by PromoVeritas, the independent promotional verification service. Judging will be based on:
  - a. clarity of Red and Yellow fashion items
  - b. The quality of the image and
  - c. Creativity and demonstration of a genuine interest in the competition and fashion
12. Moderation: The Promoter will reject entries which, in the reasonable opinion of the Promoter:
  - a. Contains any content that is offensive or could reflect negatively on the name, reputation, or goodwill of the Promoter or any brand partner;
  - b. Includes trademarks, logos, or copyright material not owned by you or used without the rights owner's prior written permission (including famous names, company names, etc.);
  - c. Defames, misrepresents, or insults other people or companies, including, but not limited to the Promoter (including its partners);

- d. Promotes any political agenda;
  - e. Contain defamatory, malicious, indecent or other inappropriate content including sexist or racist language or imagery;
  - f. Include the names, likenesses, photographs or similar of any individual without their express permission;
  - g. Contain immoral or obscene behaviour;
  - h. Condone or encourage violent or anti-social behaviour;
  - i. Cause offence on the ground of religion, gender, sexual orientation, nudity, disability or age;
  - j. Refer to any brand other than the Promoter; or
  - k. Represent a danger, health and safety fear or distress
13. The winner will be notified via email and/or telephone within one (1) day of judging taking place with further details about how to claim the prize.
  14. In the event the claim for the prize is not received by the Promoter within 48 hours of such notification, the Promoter reserves the right to withdraw prize entitlement. The Promoter also reserves the right to award the prize to a reserve selected at the same time as the original. If the prize is not claimed by the reserve winner, then the Promoter may choose an alternative winner in the same manner.
  15. The winner will be responsible for any tax liability as relevant with national laws dependant on the resident country of the winner.
  16. No responsibility can be taken for claims which are lost, delayed, corrupted, damaged, misdirected or incomplete or cannot be delivered for any technical, delivery or other reason.
  17. The prizes are non-transferable and no cash or credit alternatives will be substituted for any prize on offer. In the event that the prize offered is unavailable due to circumstances beyond our control, DHL reserves the right to offer an alternative prize of equal or greater value.
  18. DHL reserves the right to publish the name of the winner or to publicize any prize giving presentation or announcement after the date of the competition.
  19. The full name and county of the winner can be obtained by sending an email to [hotline@dhl-activate.net](mailto:hotline@dhl-activate.net) with the subject "Red and Yellow Competition Winners List" which will be available from 1<sup>st</sup> May 2018 for a period of four weeks.
  20. The Promoter is committed to protecting entrants' privacy. Any personal information supplied by entrants will be used and processed by DHL or its associated group companies solely for the purpose of administering the competition and for supplying the information to third parties appointed to administer the competition. The personal data provided is held on secure computer and manual files and may be transferred on a secure server within the EEA.
  21. All prize-winners unconditionally agree (as a condition of accepting any prize) to: (a) the use of their name, the use of their entry submission and disclosure of their country of residence; and (b) co-operate with or participate in any other reasonable post-Competition publicity by DHL.
  22. A copy of these Terms and Conditions may be obtained by emailing [hotline@dhl-activate.net](mailto:hotline@dhl-activate.net) with the subject "Red and Yellow Competition Terms and Conditions".
  23. In the event of circumstances outside the reasonable control of the Promoter, or otherwise where fraud, abuse, and/or an error (human or computer) affects or could affect the proper operation of this promotion or the awarding of prizes, and only where circumstances make this unavoidable, the Promoter reserves the right to cancel or amend the promotion or these terms and conditions, at any stage, but will always endeavour to minimise the effect to participants in order to avoid undue disappointment.

24. DHL reserves the right to refuse to honour any entry or to recover the full value of any prize if it considers there has been an abuse or breach of the terms and conditions of this competition.
25. Entries that do not comply with these terms and conditions, or where entrants are found to be abusing the promotion in any way, will result in disqualification.
26. DHL shall not be liable for any loss, damage or injury of any nature howsoever caused, sustained by any participant under this promotion. However, nothing in these rules shall have the effect of excluding or restricting DHL's liability for personal injury or death caused by the proven negligence of its employees or contractors.
27. This Promotion is void where local laws or regulations prohibit such participation. It is the responsibility of the Entrant to ensure that they are entitled to participate.
28. In the event of a dispute over interpretation or implementation of the rules on any matter related to the competition, the decision of, Global Sponsorship Manager at Deutsche Post DHL, is final and no correspondence will be entered into.
29. These terms and conditions and any disputes arising out of or in connection with them shall be governed by and construed in accordance with the laws of Germany and will be subject to the non-exclusive jurisdiction of the German courts.