

**Best Bike Moment – Moment of the Season Terms and Conditions**

**Full Terms and Conditions**

1. This Promotion is only open to persons who are aged 18 years or over at the time of entry, excluding employees of Deutsche Post DHL ("**the Promoter**"), its subsidiary companies and agencies, their immediate families (defined as parents, children, siblings, spouse, and life partners), or anyone professionally associated with this Promotion.
2. Entrants must ensure that their participation (including the acceptance of any prize awarded) is lawful in accordance with the laws of the country of which they are a citizen and/or resides. This promotion is void where void under local national laws. The Promoter shall not be taken to make any representations, express or implied, as to the lawfulness of any individual's participation, or as to any other aspect of any Promotion.
3. Purchase is not necessary, but internet access and a valid email address is required.
4. **Promotion Period:** 09.00 CET on 1<sup>st</sup> December 2018 to 17.00 CET on 12<sup>th</sup> December 2018.
5. **To Enter:** To complete a valid entry, you must complete only one of the following entry mechanisms:
  - Visit [www.dhl-in-motion.com](http://www.dhl-in-motion.com), vote for your favourite Moment of the Season highlight and complete the entry form by providing your details (name, email address, country, city and date of birth), or
  - Using your Facebook profile, vote for your favourite Moment of the Season highlight by writing Moment A, Moment B, or Moment C in the Comments below a Moment of the Season post, or
  - Using your Instagram profile, vote for your favourite Moment of the Season highlight by writing Moment A, Moment B, or Moment C in the Comments below a Moment of the Season post, or
  - Using your Twitter profile, vote for your favourite Moment of the Season highlight by selecting your chosen Moment from a Moment of the Season Twitter Poll Card.
6. Entrants may only enter once during the Promotion Period.
7. **The Prize:** One winner will win 2 x Weekend Grandstand Tickets to a 2019 MotoGP™ Grand Prix race only. The grand prix will be selected by closest proximity to the Winner's home address. The prize does not include accommodation, air travel, or ground transportation.
8. **Further Prize Details:**
  - a. The guest must be at least 18 years old at the time of travel. The winner and their guest must travel together in both directions.
  - b. All elements of the prize package must be taken as part of the same trip.
  - c. Tickets are non-refundable and non-transferable.
  - d. For the avoidance of doubt, the prize does not include travel/transportation, accommodation, food, beverages, souvenirs, gratuities, car parking charges, excess baggage, additional excursions and attractions or any other costs of a personal nature (including spending money) that are not explicitly set out in these terms and conditions and neither the Promoter nor any provider of any part of the Prize will be responsible for any such costs.
  - e. The winner must inform the Promoter of any wheelchair or similar access needs.

- f. The Prize must be booked by 28<sup>th</sup> February 2019.
9. **Winner Selection:** All valid entries received by the Promoter during the Promotion Period will be entered into a prize draw to select a winner within 5 working days of the close of the Promotion Period. The draw will take place before 20<sup>th</sup> December 2018.
10. **Winner Notification:** The winner will be contacted via the email address provided upon entry, or directly through their chosen social media platform/profile within 3 working days of judging and will be required to respond to confirm eligibility plus acceptance of the prize within 14 days of initial contact. In the event that the winner does not respond to communications within 14 days of initial contact, the Promoter reserves the right to disqualify the winner. In the event that the winner is disqualified, the Promoter reserves the right to allocate the prize to an alternative winner selected in the same manner.
11. **Moderation:** The Promoter will reject entries which, in the reasonable opinion of the Promoter:
- contains any content that is offensive or could reflect negatively on the name, reputation, or goodwill of the Promoter or any brand;
  - defames, misrepresents, or insults other people or companies, including, but not limited to the Promoter (including its partners); or
  - promotes any political agenda.
12. By entering the Promotion, entrants give their permission for their entries to be used by the Promoter without further compensation, over and above the award of the prize, for up to one year for promotion purposes from the date of entry. Copyright will remain with the entrant. However, by entering this Promotion, the entrant agrees to the Promoter publishing these entries on their website and possible further use on their website, Facebook, Twitter, Instagram or other social media platforms. They also agree to other possible promotional use in media of the Promoter's choosing without any further payment, over and above the award of the prize, for up to one year from the date of entry but with appropriate credit given to the original entrant.
13. The winner will be responsible for any tax liability as relevant with national laws dependant on the resident country of the winner.
14. The Promoter may request that the winners participate in publicity arising from the Promotion. The winner is under no obligation to participate and may decline this request. Participation is at the winner's discretion. The winners agree to allow the Promoter to use their name, and county/country of residence to announce the winners of the Promotion. The Promoter reserves the right to publish the name and county/country of residence of the winners.
15. The Prize is not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason the Prize is not available, the Promoter reserves the right to substitute another prize for it, in its sole discretion, of equal or higher value.
16. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries.

17. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using the prize, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.
18. All entries must be made directly by the person entering the Promotion. Bulk entries from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries and entries which do not satisfy the requirements of these Terms and Conditions in full will be disqualified and will not be counted.
19. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions the Promoter will not be liable for any failure to perform or delay in performing its obligation. No responsibility can be taken for entries which are lost, delayed, corrupted, damaged, misdirected or incomplete or cannot be delivered for any technical, delivery or other reason.
20. The full name and county/country of the winner, and their entry will be available by sending an email to [hotline@dhl-activate.net](mailto:hotline@dhl-activate.net) with "DHL MotoGP Best Bike Moment – Moment of the Season WL" in the subject line after the 31<sup>st</sup> January 2019 for 2 months.
21. 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 outside the EEA. To see the Promoter's Privacy Policy visit: <http://www.dhl.com/en/legal.html#privacy>.
22. The Promoter 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.
23. 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.
24. In the event of a dispute over the interpretation or implementation of these Terms and Conditions or on any matter related to the promotion, the decision of the Promoter is final and no correspondence will be entered into.
25. These Terms and Conditions are governed by German law and subject to the exclusive jurisdiction of the courts of Germany. If any provisions of these Terms and Conditions are judged to be invalid, illegal or unenforceable, this shall not affect or impact the continuation in full force and effect the remainder of the provisions.
26. A copy of these Terms and Conditions may be obtained by emailing [hotline@dhl-activate.com](mailto:hotline@dhl-activate.com) with the subject "DHL MotoGP Best Bike Moment – Moment of the Season Terms and Conditions".

**Promoter:** Deutsche Post (DHL), Fritz-Erler Strasse 5, Bonn 531 13, Germany.