

**“SHARE YOUR MAVERINK”  
FULL TERMS AND CONDITIONS**

La Sportiva Sp.A. (hereinafter the Promoter), with registered office in via Ischia 2, 38030 Ziano di Fiemme (TN), Italy, is organizing this Competition, called **“Share your MaverInk”**.

This competition is open to consumers, aged 18 years old or over.

Employees of the Promoter, and their immediate families, their agents or anyone professionally connected to this Promotion shall not be entitled to enter.

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.

**Purchase is necessary, and internet access is required.**

The competition will be communicated to the participants on the Promoter's website: [www.lasportiva.com](http://www.lasportiva.com) and the Promoter's institutional social network pages. These terms and conditions are available at the Promoter's website on [www.lasportiva.com](http://www.lasportiva.com).

*Any person entering into or participating in this competition is deemed to have accepted and to be bound by these terms and conditions.*

**1. ENTRY PERIOD**

This competition is open from 00.01 GMT+1 on 10 May 2017 until 23.59 GMT+1 on 30 June 2017.

Winners' selection by 20 July 2017.

**2. ENTRY AND PARTICIPATION**

During the Entry Period consumers have to purchase a pair of LaSportiva MaverInk shoes in store or online at <http://www.sportiva.com/> then show their creativity in creating their ideal footwear.

Consumers have to create a design on their purchased shoes by using the marker pens included in the shoebox for customizing their own pair of shoes. Then take a photo of their customized pair of shoes and upload it to their Instagram or Twitter account and include #Maverink in their caption.

Photos must not include recognizable people, other than the participant, if the participant wants to appear. For further details about the photos, please read clause 8.

Please note that photos must be posted from a public account during the Promotion Period. Those posted from private accounts and/or posted outside of the entry period will not be considered eligible.

Photos will then be voted on by the public on Instagram or Twitter. The Public can vote by 'liking' the design uploaded on Instagram or Twitter. One vote per person on both platforms.

Photos that receive at least 5 votes will be evaluated by a panel of judges.

All photos correctly uploaded and that received at least 5 votes will be published on the competition website <http://www.lasportiva.com/en/maverink-contest> and they will be judged by a panel of judges, where one is independent, against the criteria set out below at article 3.

Max. 3 different design entries **or** 3 different photos of the same design per person, on Instagram and Twitter during the Entry Period. E.g. 2 entries on Twitter and 1 entry on Instagram =3 entries.

If you upload more than three photos, just the last three entries will be accepted and are eligible to win and all others will be disqualified.

If you upload two identical photos, just the second one will be accepted and is eligible to win and the other will be disqualified.

### **3. WINNERS' SELECTION**

A panel of judges selected by the Organizer and supervised by an independent judging subject will evaluate all the photos that have obtained at least 5 votes during the Entry Period and will select 1 overall winner.

Photos will be evaluated against the following criteria:

- Creativity of the design
- Originality of the design
- Style of the design.

Each member of the Judging panel will evaluate the photos and assign a score for each photo against the above- mentioned criteria. The sum of the scores assigned to each entrant will be used to select the Winner.

In addition, the panel of Judges will select 3 reserves.

The winner will win a La Sportiva climbing outfit worth €140 and a factory tour. For further details, please see clause 4.

***The Promoter reserves the right, at any time, to verify the validity of entries and participants, including the participant's identity, age and place of residence, and to disqualify any participant who breaches these terms and conditions or tampers with the registration process or the Promotion.***

### **4. PRIZES**

The following prize is available to be awarded:

One (1) La Sportiva climbing outfit and a factory tour, for the winner only.

*The climbing outfit includes:*

1 t-shirt, 1 pair of pants and 1 hat- in the winners sizes.

*The factory tour includes:*

- 2 nights' accommodation in a room for one person in the Laurino hotel in Val di Fassa, Italy with breakfast included;
- Contribution towards travel expenses: €250 spending money;
- A day visit to the factory of La Sportiva company, 38030 Ziano di Fiemme, IT, including return transfer from the hotel.

*The factory tour does not include:*

- Return travel from the winners' place of residence to the hotel;
- Meals, unless otherwise indicated under the heading "The prize includes";
- souvenirs, gratuities, car parking charges, excess baggage, additional excursions and attractions; or
- Personal expenses.

#### **FURTHER FACTORY TOUR DETAILS:**

- All elements of the prize package must be taken as part of the same trip.
- If a hotel booking is cancelled by the winner, no alternatives will be issued and for the avoidance of doubt, no compensation and/or refund will be provided;
- It is the winner's responsibility to verify that they possess valid travel documents.
- The winner may require (depending on the country of residence) a passport valid for at least 6 months on date of travel; any necessary visas or travel insurance are the responsibility of the winner.
- The prize is for one person only.
- **The Prize is valid only from 21<sup>st</sup> to 23<sup>rd</sup> July 2017 or from 28<sup>th</sup> to 30<sup>th</sup> July 2017.** The winner can choose among the two periods. The dates could be subject to reconfirmation.
- The prize **is** transferable. The delegated person must be 18 years old or older at the time of the departure.
- Specified accommodation and tours are subject to availability at the time of booking. Alternatives may be offered depending on availability.
- The winners must inform the Promoter of any wheelchair or any similar access needs.
- The winner is solely responsible for any additional charges incurred at the hotel during their stay, including, without limitation, costs of meals, drinks, additional nights and services together with related taxes; and
- A valid credit or debit card will be required to check in to your room and will be used to guarantee any incidentals such as in-room calls or services.
- The winner is responsible for the behaviour of themselves whilst taking the Prize. The Promoter reserves the right in its absolute discretion to exclude the winner from participation in any aspect of the Prize if any party fails to comply with the directions of the Promoter or any companies associated with the Prize or the winner acts in a manner that is dangerous to themselves or to the public or is, in the opinion of the Promoter, anti-social in any manner or which causes a disturbance or nuisance to others.

The participant assumes all responsibilities connected to the acceptance of the Prize.

#### **5. WINNERS' NOTIFICATION**

The Winner will be contacted by email within 5 working days of Winners' Selection and will be required to respond within 5 calendar days with all contact details and a copy of a valid identity document. If the entrant is unable to take the Prize or fails to respond with the specified timeframe, the entrant will be disqualified and the Prize will be offered to a reserve. This process will be followed until no more reserves are available. The Promoter accepts no responsibility in the event that a winner cannot be contacted for any reason.

#### **6. PRIZE DELIVERY**

The Promoter does not bear liability for any loss caused by incorrect or inaccurate contact details.

The factory tour is valid only from 21<sup>st</sup> to 23<sup>rd</sup> July 2017 or from 28<sup>th</sup> to 30<sup>th</sup> July 2017, depending on the winner's choice.

The outfit will be given to the winner during their factory tour, or alternatively it will be delivered by post or courier within 30 days of winner's confirmation of eligibility.

The Promoter is entitled choose the delivery method of all prizes at its sole discretion. The Promoter is not responsible for any taxes, customs charges or other costs required for or related to receiving a prize. The Promoter will further not compensate any prize that cannot be redeemed or received by a winner due to customs or other local regulations or that is damaged, delayed or lost by postal, courier or other mail service.

Each winner is required to independently declare and pay any applicable taxes and charges that the Prize gives rise to in the winner's jurisdiction.

No prize may be claimed in cash or changed to another prize or arrangement. However, in the event of unforeseen circumstances or circumstances outside of the Promoter's reasonable control, the Promoter reserves the right to amend, withdraw or substitute a Prize for an alternative prize or arrangement.

## **7. PRIVACY**

Your personal data will be processed - with electronic means - by La Sportiva spa, - data controller – located in via Ischia 2, 38030 Ziano di Fiemme (TN), Italy, to carry out the operations connected to this competition.

Data processor for the operations connected to the competition is: Promosfera srl - Via G. Giusti 65/a, 21019 Somma Lombardo (VA), Italy. Data processing will be carried out by the persons in charge of the promotion's organization, web services and marketing, security measures and IT services. Under article 7 of Italian Legislative Decree 196/2003, you can ask to access to your data, modify, cancel your data or object to their processing on legitimate grounds or for the sending of advertising materials, direct sales and commercial communications by writing to La Sportiva at the following e-mail address [marketing\\_it@lasportiva.com](mailto:marketing_it@lasportiva.com) . You can also ask for the complete and updated list of data processors.

## **8. REQUIREMENTS TO MATERIALS**

- a. Any materials submitted to the competition must not contain profane language, racial or religious discrimination, violence, sexual acts, attacks on people or organizations or other indecent or inappropriate content. All submitted and uploaded materials will be reviewed before publication on the competition website.
- b. The Promoter reserves the right to moderate, reject or disqualify any submission or material, before or after publication, which, in its sole discretion, it determines to be indecent, offensive or inappropriate or which is otherwise inconsistent with the letter and spirit of the Promotion or which is potentially damaging to either the Promoter, the competition, or any third party's image or reputation.
- c. All submitted and/or uploaded materials shall be original works created by the participant and will be moderated by the Promoter. By participating in the Promotion each participant confirms that:
  - Materials submitted by the participant do not infringe another person's or entity's copyright, trademark, moral right, right of privacy, or other intellectual property right;
  - No other person or entity has any right, title or interest in the material;
  - The participant has in no way assigned, licensed, disposed of or otherwise encumbered any of their rights that allow them to submit the materials;
  - The material does not contain unlawful or illegal content or content contrary to the laws or regulations of the country where the competition is conducted and/or the jurisdiction where the material was created and/or submitted to the competition.
- d. Materials may only be submitted electronically. Other materials are not taken into consideration. Submitted materials will not be returned.
- e. In addition, materials uploaded must not:
  - Include recognizable people, other than the participant;
  - Include visible trademarks, service marks, company names or other intellectual property rights;
  - Infringe upon someone's privacy or integrity or depict someone in an unpleasant or embarrassing situation.
- f. A participant shall be liable for any costs, expenses and losses incurred by the Promoter due to the participant's breach of the requirements related to the materials should the Promoter become the subject of an allegation, claim, legal action or proceeding due to such breach of these terms and conditions.
- g. All and any materials submitted to the competition becomes the sole property of the Promoter. The Promoter may use the materials at its own discretion in any manner without the obligation to pay remuneration for the use of the material to a participant.

By entering the competition, each participant gives his/her consent to the Promoter to use the Participant's name and any submitted pictures in the competition website during the competition period without the obligation to pay a remuneration to the participant.

Any submitted pictures, as well as the names of the winners, may be used, at the Promoter's discretion, for promoting the competition or any products or services manufactured, supplied or offered by the Promoter and connected to the theme of this competition.

## 9. GENERAL

- Information on how to enter forms part of these terms and conditions. By participating, you agree to be bound by these terms and conditions.
- All entries must be made by the entrant themselves. Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries, entries by macros or other automated means (including systems which can be programmed to enter), and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified and will not be counted. If it becomes apparent that an entrant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that entrant's entries into the Promotion in a way that is not consistent with the spirit of the Promotion, that entrant's entries will be disqualified and any Prize awarded will be void.
- Entry into this Promotion constitutes consent by the winners for the Promoter to use their names for publicity purposes. Winners agree to take part in reasonable publicity required by the Promoter.
- The Promoter cannot accept any responsibility for any damage, loss, injury (including indirect or consequential loss) suffered by any entrant entering the Promotion or as a result of accepting any Prize. However, nothing shall exclude the Promoter's liability for death or personal injury as a result of its negligence.
- The Promoter is not responsible for any technical problems or human error that may result in a registration, submission or entries not being received or being lost or damaged or for any destruction or alteration thereof, or unauthorized access to the website.
- The Promoter's decisions regarding any aspect of this competition is final and no correspondence will be entered into.
- The Promoter reserves the right to withdraw, vary, cancel or suspend any element of the Prize if, due to circumstances outside of its control, that element is no longer available. The Promoter will not be responsible for, or liable to any winner, if all or part of the Prize is not available or must be varied or cancelled for any reason. In the event of unforeseen circumstances the Promoter reserves the right to substitute the Prize or an element of the Prize for an alternative of equal or greater value.
- The Promoter is not responsible for any third-party acts.
- This competition is subject to all applicable laws and regulations.
- 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.
- If this competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend or terminate this Promotion, as appropriate.
- The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these conditions of entry, or if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- This competition is in no way sponsored, endorsed, or administered by Instagram and Twitter.
- The winner's list will be made available between 1<sup>st</sup> July 2017 and 8<sup>th</sup> July 2017 on [www.lasportiva.com](http://www.lasportiva.com) in the dedicated page.

**This competition shall be governed by UK law.**