

## NILE CONTEST TERMS AND CONDITIONS

These general conditions of participation apply to all contests organized by a NILE Group company. The NILE Group consists of Nile Clothing AG and its affiliates and subsidiaries (see §5.2 of the NILE Privacy Policy). The organizer of the contest is Nile Clothing AG, Sutz. The collected data will be exchanged within the NILE Group and processed for the purpose of organizing and running the contest. By participating in this contest, the participant accepts these general conditions as well as the privacy-related information and consent.

### 1. ELIGIBILITY

All participants must be at least 18 years of age. All employees of the NILE Group and their relatives and partners are excluded from participation. If the organizer becomes aware of any tampering with the participation or any other violation of these conditions of participation, they will exclude the participant from the contest. Manipulations include the multiple registration or participation of a person, participation via a contest service or similar automated collection participation services. If such breaches are identified, any prizes won can be subsequently withdrawn and a new winner selected. Participation is only possible until the specified time of the drawing. Which specific actions are required in each case to participate in a contest of the NILE Group, can be found in the contest description. This description can either be published online on a NILE account, in Nile Magazine, in the newsletter, on the website or on a card or poster in one or more NILE stores.

### 2. PRIZE

The prize will be specified in the description of the contest. Only non-cash prizes will be drawn for. A cash payout of the prize is excluded. The prize claim is not transferable. Transportation services (e.g. arrival and departure) are only part of the profit component if explicitly stated in the description of the prize.

### 3. DETERMINATION AND ACCEPTANCE OF PRIZE

The determination of the winner takes place randomly. The winner will be determined at the end of the contest and notified via the contact details provided. The winner must demonstrably confirm acceptance of the prize within a period of two weeks. As a rule, the prize will be delivered to the winner by NILE via social media, email or regular mail. If the winner does not indicate his full postal and email address, he must subsequently report it to NILE. Should the prize not be delivered, but be picked up at the place of participation or at another location, it will be referred to separately in the context of the contest description. Any opening and visiting hours of the facilities must be observed by the participant himself. Changes with regard to individual services of the event program are expressly reserved by the organizers. Legal recourse is expressly excluded.

### 4. LIABILITY

The organizer is liable as the organizer of the contest only for damages in connection with the drawing which were caused by their own employees or other vicarious agents intentionally or through gross negligence. The organizer is not liable as a contest operator for damages due to disruptions of technical equipment, for delays or interruptions or for damages that are related to participation in the contest.

### 5. PRIVACY

As part of the contest, personal data of the winner and any accompanying persons are collected. NILE needs this data for the purpose of processing the contest. In particular, the first and last name, postal address, telephone number and email address of the persons concerned are collected, stored and processed. The collected personal data is shared and processed within the NILE Group. If the participant gives their explicit permission, they can also register for the newsletter or have it sent by NILE by regular mail. By participating in the contest, the participant agrees to the NILE privacy policy. The privacy policy is available at <https://www.nile.ch/pages/privacy>.



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## 6. EARLY TERMINATION OF THE CONTEST

The organizer reserves the right to cancel, terminate or modify the contest without notice due to unforeseen circumstances relating to the prize components. The latter applies in particular if legal reasons influence or make impossible the regular and proper execution of the contest.

## 7. OTHER

The contest is subject to Swiss law. If any provision of these terms is invalid or void or unenforceable, or objectively, the remaining provisions shall nevertheless remain effective. It is to be replaced by a corresponding clause which comes closest to the originally intended meaning. The same applies in the event of a loophole.

The contest organizer is Nile Clothing AG, Hauptstrasse 33, 2572 Sutz, Switzerland.

For reasons of better readability, male spelling was used for all terms. We expressly point out that the exclusive use of the masculine form should be explicitly understood as gender-independent, and that both the female and the male spelling are meant for the corresponding terms.

This Instagram giveaway is not sponsored, endorsed or administered by, or associated with Instagram.