

CONDITIONS OF PARTICIPATION FOR THE K2 X TONY HAWK SKATE DECK CAMPAIGN

1. General Conditions of Participation

1. Organizer of the K2 X TONY HAWK SKATE DECK CAMPAIGN (in the following: “**Campaign**”) is K2 Sports Europe GmbH, Seeshaupter Str. 62, 82377 Penzberg, Germany (in the following: “**Organizer**”).
2. Participation is free of charge.
3. The campaign is open from Oct 13, 2021 at 08:00 AM (CET) and closes on January 31st, 2022 at 11:59 PM (CET) (in the following: “**Campaign Period**”).

2. Eligibility/Participation

1. Individuals who are residents of Europe are eligible to participate.
2. The minimum age for participation is 18 (eighteen) years.
3. To participate in the campaign, entrants must fulfill the conditions of the campaign within the respective promotion periods. Entrants can participate by fulfilling the following steps:
 - -Buying a K2 x Tony Hawk Snowboard (Afterblack or PartyPlatter) of the Season 21-22 + a pair of K2 bindings (no specific model)
 - - Purchase of snowboard and binding must be shown on one and the same receipt and can be made through an online shop or stationary store
 - -Participant then visits www.getyourk2skatedeck.com or scans the campaign's QR Code provided by K2
 - -On the landing page participant enters contact details, shipping address and confirms the terms & conditions
 - -Participant uploads a picture of the receipt of purchase in a common format as shown on the landing page (max. 5mb)
 - The receipt does shall NOT show any personal info or bank details, but needs to proof that the two required items have been purchased together
 - -K2 awaits return period given by retailer and sends out one K2 X Tony Hawk X Birdhouse skate deck afterwards if purchase was not canceled
 - -This will be the end of the campaign in case of this participant
4. The logged time of fulfilling the requirements is the relevant time of participation. Any entries outside the promotion periods will not be considered. The Organizer is not responsible for any delays in fulfilling or transmitting the requirements.
5. By fulfilling the requirements and uploading a picture of the receipt, participants explicitly agree to these Conditions of Participation.

3. Exclusion from the Contest

1. Employees of K2 Sports Europe GmbH and their family members are excluded from the Contest.
2. The Organizer reserves the right to exclude entrants from the Contest and to not distribute prizes, or to disallow them retroactively if entrants violate these Conditions of Participation.

4. Prizes, Determining Winners

1. All entrants who fulfill the requirements in the respective promotion periods are included in the draw for the K2 X Tony Hawk X Birdhouse Skate deck. . The total number of K2 X Tony Hawk X Birdhouse Skate decks available during the Contest is limited. The date and time of the upload is decisive in case the number of eligible participants exceeds the number of available K2 X Tony Hawk X Birdhouse Skate decks.
2. K2 X Tony Hawk X Birdhouse Skate decks will only be available “as long stocks last”. If the Organizer runs out of stock within the campaign period there will be no compensation.
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4. Any recourse to courts of law is excluded with respect to the participation. The redemption period for prizes ends on January 31st, 2022.
5. No cash payment, changes, exchanges or transfer of prizes will be allowed.
6. Winners cannot transfer or surrender prizes to other individuals.

5. Notification of Winners/Shipping of Prizes

1. After completing the return period, participants who fulfill the requirements will receive the skate deck.
2. Should the participant enter wrong contact details or does not accept the shipment (by UPS) the claim to the product is forfeited.
3. The prize will be delivered via UPS shipment to the address submitted by the winner. The Organizer bears the shipping costs.

6. Liability, Cancellation of the Contest

1. The Organizer is only liable for damages that were intentionally or grossly negligently caused by the Organizer, its legal representatives or auxiliary persons in conjunction with this campaign. Liability for damages from injury to life, body or health shall remain unaffected by this.
2. The Organizer reserves the right to suspend, modify or fully terminate the campaign at any time for an important reason without prior notice. Important reasons include especially if the proper execution of the campaign cannot be ensured due to technical reasons (e.g., viruses in the computer system, manipulation or errors in hardware and/or software) or legal reasons.
3. If such an event is caused by the behavior of an entrant, the Organizer can claim reimbursement for incurred damages from this individual.
4. The Skate Deck will only be available “as long stocks last”. If K2 runs out of stock within the campaign period there is no compensation

7. Data protection

1. Personal data of entrants are only processed to the extent and as long as this is necessary for executing the campaign and processing shipments. Personal data such as name, first name, address, age and/or e-mail address are treated by K2 Sports Europe GmbH in accordance with legal requirements.
2. Please see the Privacy Statement at <https://www.k2sports.com/privacy-policy> for further information regarding data processing in conjunction with the Contest and your rights.

8. Miscellaneous

1. These Conditions of Participation are exclusively subject to the law of the Federal Republic of Germany. If a participant has his habitual residence in another country within the European Union at the time of registration, the application of mandatory legal provisions of that country remains unaffected by the choice of law made in the preceding sentence. Insofar as is permitted by law, the place of jurisdiction is set as Munich, the court competent for the organizer's headquarters. Provided that the competition participant does not have a general place of jurisdiction in Germany or moves abroad after entering the competition, the place of jurisdiction shall be agreed as the location of the organizer's headquarters.
2. Should any provision of these Conditions be or become ineffective or invalid in whole or in part, the validity of the remaining provisions shall not be affected.