

## **Terms and Conditions for Participating in the GOLDEN TRAIL WORLD SERIES FINAL SELECTION ("Terms")**

### **1. General Terms**

By participating in the GOLDEN TRAIL WORLD SERIES FINAL SELECTION ("Promotion"), you accept these Terms. Please read these Terms carefully before participating. If you do not agree to the Terms, you may not participate in the Promotion.

These Terms govern the relationship between you ("you" or the "Participant") and SALOMON SAS, RCS325820751, 14 chemin des Croiselets, 74370 EPAGNY-METZ-TESSY, FRANCE, [contact@goldentrailseries.com](mailto:contact@goldentrailseries.com) ("Organizer") in relation to the Promotion. Questions and feedback about the Promotion may be brought to the attention of Organizer through the aforementioned contact details.

The Promotion begins on 12/05/2020 at 6am (GTM + 1:00, Paris) and ends on 31/11/2020 at 6am (GTM + 1:00, Paris) (inclusive)

The Promotion promotes the trail-running and the GOLDEN TRAIL WORLD SERIES.

### **2. Right to Participate**

The Promotion is open to individuals who are legal residents of Austria, Canada, Finland, France, Germany, Japan, The Netherlands, Russia, South Korea, Spain, Sweden, Switzerland, United Kingdom, USA who are born in 1999 and over. The Organizer may require winners to certify their eligibility to participate in the Promotion.

Employees, representatives and agents of the Organizer or those of any of its affiliates, as well as the immediate family (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such employees, representatives and agents and anyone otherwise connected with the operation or fulfillment of the Promotion, are not eligible to participate in the Promotion. Any illegible entries will be held void.

### **3. Instructions for Participation**

The Participants need to take part to 3 on 6 races part of the Golden Trail series program (as listed below) to be qualified for the final in Argentina during the K42 Argentina.

The races part of the Golden Trail World Series are

1. ZEGAMA-AIZCOKKRI MARATHON (SPAIN)
2. MARATHON DU MONT BLANC (FRANCE)
3. DOLOMYTHS RUN (ITALY)
4. SIERRE ZINAL (SWITZERLAND)
5. PIKES PEAK MARATHON (USA)
6. RING OF STEALL SKYRACE (SCOTLAND)

After the Ring of Steall Skyrace in Scotland, an overall ranking will define the TOP 11 men and women. These top 11 men and women will be invited to participate in the final race which will take place in Argentina.

If you are selected as a winner, you allow the Organizer to use and distribute your name and use, reproduce, modify, adapt, publish and display your submission/photo/etc. as well as biographical information, photographs, video recordings, statements, and other such materials of you in its advertising and marketing in website and social medias worldwide for a period of 10 years from selection of the winner for advertising and marketing purposes without any further remuneration or separate agreements to the extent permitted by mandatory law. In doing so, the Organizer will acknowledge you and/or your contribution to the extent required under applicable mandatory law.

Participation in the Promotion is not subject to a charge.

You will receive direct electronic marketing, such as promotional messages by the Organizer. You can always opt-out from receiving direct electronic marketing by following the instructions in the messages or by contacting [contact@goldentrailseries.com](mailto:contact@goldentrailseries.com)

Any illegible or fraudulent entries will be rejected. If you enter or attempt to enter the Promotion in violation of these Terms or in a manner that is otherwise unfair to other participants, you may be rejected from the Promotion at the Organizer's sole discretion.

No responsibility is accepted for late, lost, delayed, damaged, corrupted, illegible or incomplete entry forms, which shall be disqualified at the discretion of the Organizer, or for transmission or computer error affecting the logging of entry forms. Proof of posting will not be accepted as proof of delivery.

#### **4. Selection of Winner**

The winners of the Promotion will be determined on 22/09/2020 at 8:00Am. The winners will be notified no later than on 22/09/2020 directly by the Organizer by e-mail and/or by phone. The prize will be delivered to the winners 22/09/2020

The names of the winners will also be published on [www.goldentrailseries.com](http://www.goldentrailseries.com) to the extent the winners have not prohibited the publication of their names. By entering this Promotion, you agree to such publication of your name if you are a winner. You are allowed to withdraw your consent at any time. If a winner cannot be reached within three (3) business days as of the date on which the Organizer first attempted to reach the winner, or if the Organizer has reasonable grounds for believing that an entrant has contravened any of these Terms, the initial winner will be considered to have forfeited their right to the prize and the Organizer is entitled to select another winner. The Organizer's decision(s) are final and no correspondence shall be entered into.

For a list of winners, to the extent the winners have consented to the publication of their names and not withdrawn their consent, mail a stamped, addressed envelope to SALOMON SAS, 14 chemin des Croiselets, 74370 EPAGNY METZ TESSY, FRANCE at the Brand Department. Requests must be received by November 30, 2020

## 5. Prizes

The total number of prizes awarded in the Promotion is 22.

The top 11 men and women will win a trip of one week in Argentina between November 3rd, 2020 to November 12<sup>th</sup>, 2020 (these dates could move) with one person of their choice

The top 5 men and women defined after the result of the final in Argentina will get 10 000€

The 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> will get 5000€

The 11<sup>th</sup> won't get any prize money

### TOUR PRICE INCLUDES FOR EACH WINNER + HIS GUEST

- All flight reservations and airfares, as well as airport taxes  
Flights tickets will be booked by the organization. The winners will have to go by their own means to their airport of departure and then claim back the money for the expenses linked to this after the 20/11/2020.
- Transport from/to their airport of departure/arrival
- Parking for their car at airport of departure/arrival
- All accommodations during all the journey in Argentina in the hotels chosen by the organization.
- All dinners, lunches and breakfast during the journey in Argentina.
- All entrance fees to sightseeing venues, Nature Reserves and National Parks
- All transports during the stay
- Local guides during all the stay
- K42 Argentina entry fee

### TOUR PRICE DOES NOT INCLUDE

- All drinks
- All items of a personal nature
- All gratuities for guides, drivers and hotel staff
- Any other services not mentioned above
- Personal insurance

The Approximate Retail Value of the tour is 3500€ per person.

In order to be eligible for a Prize, the Winners must have valid health and accident insurance for the entire duration of the trip. The guest of the Winner must be over the legal age of her country of residence. Trip must be taken between November 3rd to November 12<sup>th</sup>, 2020 (dates could move). If the Winner cannot take part in the Golden Trail World Series Final from November 3rd to November 12<sup>th</sup>, 2020, the prize will automatically expire. No substitute prize will be awarded. Winners and their guest must depart and return to the same place. Arrangements are all subject to flight and space availability. Once confirmed, travel and accommodation arrangements cannot be changed. Winners are responsible for ensuring that they have any and all required travel documentation and identification, including passports and visas as applicable, and to ensure that such travel documentation or identification is valid prior to and for the entire duration of travel, and to comply with any customs and immigration requirements. Moreover in order to validate their Prize, the Winner shall provide the Organizer within 2 weeks from the time they have been informed about their win with the following information:

- a signed declaration and release form confirming compliance with the Contest Rules and acceptance of the Prize as offered; acknowledging the non-responsibility of the Organizer with respect to injuries, accident, loss or misfortune relating to the Prize; and acknowledging the right of the Organizer to publish or broadcast worldwide the Winner's pictures, videos, name and statements without charge or further compensation other than the Prize offered.
- a copy of their unexpired passport
- a copy of their certificate of insurance (individual guarantee accident and liability toward third parties).
- any other information required to deliver the Prize.

If the Winners do not provide the above mentioned information within 2 weeks, they will be considered of having waived their Prize and the Prize will not be awarded.

Any and all other costs, expenses etc. will not be borne by the Organizer.

The Prizes are personal, non-exchangeable, non-transferable and non-refundable. No cash alternative is available, except if the prize (or any part thereof) becomes unavailable due to circumstances beyond the Organizer's control, in which case Organizer may offer an alternative prize of equal or greater monetary value. To the extent not prohibited under applicable mandatory law, you will be solely responsible for all applicable taxes relating to your receipt and/or use of the prize, if applicable. The Organizer will give notifications to tax authorities and pay any taxes that it is obliged to pay in accordance with applicable mandatory law.

Unless otherwise provided under applicable mandatory law or expressly stated in writing in connection with the distribution of the prize, the prize is awarded on an "as is" basis and the Organizer, nor any of its affiliates, makes any representations or warranties of any nature with respect to the prize.

## **6. Liability**

OPTION 1 (applicable to all jurisdictions but Germany)

Nothing in these Terms shall exclude or in any way limit the Organizer's liability for fraud, or for death or personal injury caused by the Organizer's negligence or any other liability to the extent the same may not be excluded or limited as a matter of law. Some jurisdictions may not permit limitations of certain rights, claims, implied warranties or types of damages. Some of the following limitations may, therefore, not apply to you.

Subject to previous section, the following shall apply. To the extent permitted by applicable mandatory law, by participating in the Promotion, you agree to release the Organizer and its affiliates from any and all liability arising in any manner out of the Promotion including, without limitation, the selection of the winner, the administration of the Promotion, and the acceptance or the use of the prize or any component thereof as well as to indemnify and hold the Organizer and its affiliates harmless from and against any claims, damages, liabilities, losses, costs or expenses arising from, or attributable to, any of your acts or omissions relating to the Promotion. Except in the event of gross negligence or willful misconduct, the Organizer's and/or its affiliates' liability will in any case be limited to the value of the prize to the extent permitted by applicable mandatory law.

OPTION 2 (if the Promotion is arranged in Germany)

Organizer or its affiliates are liable for claims for damages resulting from injury to life, body or health or from the violation of essential contractual obligations as well as liability for other damages arising from an intentional, fraudulent or grossly negligent breach of duty of Organizer or its affiliates. In other cases in which damages result of slight negligence, the Organizer's and/or its affiliates' liability will be limited to the value of the prize to the extent permitted by applicable mandatory law. In all other cases, the Organizer's liability is excluded.

## **7. Dispute Resolution**

These Terms shall be governed by the laws of FRANCE

If you have a complaint relating to these Terms, we will attempt to resolve the complaint internally. Ultimately, any dispute shall be brought before the Court of first instance with jurisdiction over the place where you are a legal resident.

If a dispute, conflict or controversy arising out of, or in connection with this Promotion, cannot be resolved through negotiation between the parties, the European Commission provides a platform for online dispute settlement. This gives you the opportunity to settle disputes in connection with these Terms without first engaging a court. The platform can be found at <http://ec.europa.eu/consumers/odr/>. The consumer can also submit the matter for resolution to a competent national dispute resolution body.

ONLY FOR CANADA

Any dispute regarding the organization of a promotional contest may also be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any dispute regarding the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

## **8. Personal Data**

Any personal data submitted in connection with the Promotion is registered and processed in accordance with the Privacy Policy, available at <https://www.salomon.com/fr/privacy.html>.