



# GENERAL CONDITIONS OF BASIC-FIT GIVEAWAYS AND CONTESTS ON INSTAGRAM

By participating in a Basic-Fit giveaway or contest, you agree to the following general conditions:

## 1. ELIGIBILITY

- 1.1. To be eligible to participate and win a Basic-Fit giveaway or contest you must (i) be over 18 years old (ii) have an Instagram account (iii) and live in one of the countries where Basic-Fit operates.
- 1.2. Employees of Basic-Fit or any of its subsidiary companies, and anyone connected with the operation of a giveaway or contest, are not eligible to take part in the giveaway or contest.
- 1.3. The participation is limited to one participation per Instagram account.

## 2. HOW TO PARTICIPATE


- 2.1. To enter the giveaway or contest you must follow the instructions in the Instagram post. Entries submitted by any other means will not be accepted, only entries submitted through the official method of entry will be accepted.
- 2.2. Only entries to enter the giveaway or contest that are made within the effective dates of the giveaway or contest indicated in the Instagram post will be accepted.
- 2.3. Giveaway winners will be selected randomly (unless otherwise noted in the Instagram post) from among all eligible entries and will be announced by direct message to the Instagram account they used to enter the giveaway.
- 2.4. The winners of the contests will be those defined as winners according to the description of the contest on Instagram.
- 2.5. Winners will be announced in a story on the Basic-Fit Instagram account. In this story, winners will be invited to send a private message to our account to claim their prize.

### **3. THE PRIZE**

- 3.1. Participation in the giveaway and/or contest is strictly personal and nominative. The prize is non-transferable and not cash refundable.
- 3.2. By participating in the giveaway or contest, you agree to these terms and conditions in their entirety. Failure to comply with the conditions of participation set out in these general conditions will result in the nullity of the participation.
- 3.3. By becoming a Basic-Fit member (even due to a giveaway or contest) you acknowledge and accept our Terms and Conditions and House Rules (available on our website).

### **4. RIGHTS OF BASIC-FIT**

- 4.1. Basic-Fit has the final decision to qualify an entry as an eligible entry to participate in the giveaway or contest based on the above criteria.
- 4.2. Basic-Fit reserves the right to delete any submissions that are rude, defamatory, insulting, inappropriate, racist, sexist, homophobic or otherwise offensive, discriminatory or inappropriate.
- 4.3. Basic-Fit reserves the right to cancel the attribution of the prize to any person who uses it in an abusive manner, breaches any of these general conditions or violates any law or regulation.
- 4.4. Basic-Fit is not responsible and shall not be held liable for any change in the prize made by third parties.
- 4.5. The winners may be required to provide proof of identity and any documentation as reasonably required to validate their eligibility to claim the prize and their proof of age. If a winner is found to be ineligible or does not respond to Basic-Fit's notification of winning or provide any information requested within such notification of winning to receive the prize, Basic-Fit reserves the right to require the return of the prize, to void it or to award the prize to an alternative eligible entrant through a further random prize draw of all other eligible entrants, as the case may be.
- 4.6. Basic-Fit will use the personal details supplied for the giveaway or contest and for no other purpose. This information may be shared with Basic-Fit's agents and affiliates, such as where it is necessary in order to conduct the giveaway or contest, including for the prize to be delivered to the winners. For more information on Basic-fit's processing, collection, and storage of personal data, please see the privacy policy here <https://www.basic-fit.com/en-de/about-basic-fit/privacy-statement>.

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- 4.7. By entering the giveaway or contest, entrants confirm that any third parties they tag in the content post on Instagram have provided their consent for being tagged in such post for the purposes of this giveaway or contest.
  - 4.8. If for any reason any aspect of this giveaway or contest is not capable of running as planned, Basic-Fit may in its sole discretion cancel, terminate, modify or suspend the giveaway or contest or the prize, or invalidate any affected submissions. Basic-Fit shall use all reasonable endeavours to notify the winners of any change of plans.

## **5. LIABILITY AND JURISDICTION**

- 5.1. Basic-Fit denies any liability in the event of a malfunction preventing access and/or the smooth running of the giveaway or contest.
- 5.2. The use of robots or any other similar automated processes allowing you to participate in the giveaway or contest is prohibited; violation of this rule resulting in a definitive elimination.
- 5.3. Basic-Fit may cancel all or part of the giveaway or contest if it appears that fraud is being committed.
- 5.4. You admit without reservation that the simple fact of participating in a giveaway or contest subjects you to German law.

Basic-Fit is the organizer of the giveaways and contests.

“Basic-Fit” refers to Basic Fit International B.V., with its registered office and place of business in (2132 JC) Hoofddorp at Wegalaan 60, registered in the trade register of the Chamber of Commerce under number 34314877, and each and every one of its subsidiaries.