



## **Terms & Conditions**

### **Instagram Contest (09.03.2020-15.03.2020)**

The promotional “#MyFormaHoof” (“Contest”) is subject to the following general terms and conditions.

#### **1. Contests sponsor**

The Contest is solely hosted by FormaHoof Ltd, Waterford, Ireland (hereinafter referred to as „Sponsor”).

#### **2. Contests period**

Participation in the Contest is possible between 09.03.2020 at 15:00 until 15.03.2020 at 23:59 (GMT – Greenwich Mean Time).

#### **3. Authorisation to participate**

3.1. The minimum age required for participating in the Contest is 18 years.

3.2. Employees and relatives of Sponsor, its affiliated companies, representatives, agents, or anyone connected to the creation and administration of the Contest and members of the immediate family of the aforementioned persons may not participate in the Contest.

To participate in the Contest, it is mandatory that all personal information of the participant is true and correct. Otherwise the Sponsor is entitled to exclude the participant from the Contest.

#### **4. Entering the Contests**

4.1. Participation in the Contest is free of charge. There is no entry fee and no purchase of goods necessary to enter this Contest.

4.2. Manipulation of the Contest is prohibited such as but without limitation to entering the Contest under a false identity.

4.2.1. Participation in the Contest is valid once per person only. Multiple entries with different names or different E-Mail addresses will be deleted and only the highest achieved result will be counted.

4.3. Participants not abiding by the Terms and Conditions hereunder may be disqualified. If this is the case Sponsor is entitled not to award the advertised prizes or to reclaim already awarded prizes.

In this case Sponsor also reserves the right, at its sole discretion, to select an alternate winner.

4.4. Contest description:

4.4.1. The Contest will take place on Instagram using the Sponsor’s Hashtag #MyFormaHoof

4.4.2. Participants will have to upload a picture of their horse or horse related themes, incl. a short intro of themselves and a description why they should win.

4.4.3. The Sponsor has the right to use the image of the participants on his website and social media channels.



## **5. Winners**

5.1. There will be one Contest with one (1) winner during the Contest period.

5.2. The Winner is chosen by public vote. The participant (1) with most LIKES on the dedicated picture marked with the #MyFormaHoof will win at the end of the Contest period.

5.3. If none of the submissions meets the requirements set out by these Terms and Conditions,  
the Sponsor reserves the right to keep the Contest without any winner.

## **6. Prize**

6.1. The following prize can be won:

1 FormaHoof Starter Kit incl. shipping cost

6.2. If the Sponsor should for any reason not be able to award said Prizes or parts of the Prize, the Sponsor is entitled to award an appropriate prize equal in value („equivalent“).

6.3. A cash equivalent payment or swapping of the Prizes or the equivalent is not possible. The Prize is not transferable.

6.4. Any additional side costs incurring in relation to obtaining or using the Prize (e.g. local farrier services) have to be exclusively covered by the winner.

## **7. Notification of the Winner**

7.1. The Sponsor will contact the winner within five (5) business days after the Contests period ends via the Personal Message on his Instagram Account contact details provided and will inform him about the win.

7.2. In the event a winner does not contact the Sponsor within four (5) business days after the receipt of notification, the Sponsor reserves the right to withdraw the prize from the winner and pick a replacement winner or none.

7.3. The Sponsor will notify the winners when and where the according Prize will be shipped.

## **8. Prior cancellation of the Contests**

8.1. The Sponsor reserves the right to cancel or amend the Contest and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the Sponsor's control. Any changes to the Contest will be notified to entrants as soon as possible by the Sponsor.

8.2. In this case of a cancellation or amendments of the Contest as per Art. 8.1. the participants have no right to claim anything from Sponsor, especially no rights to claim the Prizes.

## **9. Liability**

9.1. The Sponsor shall be liable for damages caused by culpable injury to life, body or health.

9.2. By entering the Contest, participants agree to release Sponsor, its employees, agents and representatives and its affiliated companies or any other person directly associated with the holding of the Contest (“released parties”) from any and all liability whatsoever for any



other losses or damages of any kind that result from acceptance, possession or use of the prize or from entry of attempted entry into the Contest unless the damage of the entrant is caused by gross negligence or willful intent of a released party.

9.3. In an event of slight negligence, the released parties shall be liable only for breaches of a material contractual obligation ("cardinal duty"). A cardinal duty is an obligation whose fulfilment makes the implementation of these Contests possible in the first place and on the fulfilment of which the participant may therefore generally rely.

9.4. Liability in accordance with paragraph 9.3 shall be limited to the typical, foreseeable damages.

9.5. The Sponsor is not liable for inaccurate prize details supplied to any entrant by any third party connected with this Contest.

## **10. Personal Information, Intellectual Property and Data Protection**

10.1. When entering the Contest, the participants consent to their name, email address, postal address and image ("Personal Information"), collected by Sponsor as a data controller, being used by the Sponsor to ascertain the participant is eligible to enter the Contests and to contact the participant for the purposes of the Contests.

10.2. Additionally all participants, including but without limitation to the winner, consent to the use of his/her name and image in any publicity material related to the Contests, whether online, print, media or any other communication channel operated by the Sponsor, and will be used solely in accordance with applying data protection laws and respective rights of persons to their own image. In this regard the winner sublicenses the rights of his/her image for the use in relation to any publicity material related to the Contests and whether online, print, media or any other communication channel operated by the Sponsor for an unlimited period of time and worldwide scope of use.

10.3. At any time a participant may revoke his/her/(all genders) consent and exercise his/her/(all genders) right of objection, access, rectification and cancellation addressing written notices via e-mail to [sales@formaHoof.com](mailto:sales@formaHoof.com). The right to use Personal Information when it is allowed by law or by specially obtained declarations of consent is not affected by the foregoing declaration of consent or its withdrawal.

## **11. Final provisions**

11.1. Sponsor's decisions are final and queries about them cannot be accepted.

11.2. This Contest is in no way sponsored, endorsed or administered by, or associated with, any social network on 3rd party's platform.

11.3. The Contest and these terms and conditions will be governed by Irish law.

11.4. Should one of the provisions of the terms and conditions be or become invalid or infeasible the validity of the remaining provisions of the terms and conditions shall not thereby be affected. In this case, the invalid or infeasible provision shall be substituted by a valid provision which comes closest to the economic effect of the invalid provision.