

Terms and Conditions for adidas Rugby Insider Challenge – All Blacks (Promotion)

Please read these terms and conditions (**Terms**) carefully. The Terms contain important information. By participating in this Promotion, each participant (**You**) declare to agree to the applicability of the Terms.

Promotion

1. The Terms apply to the Promotion by adidas (UK) Limited, The adidas Centre, Pepper Road, Hazel Grove, SK7 5SA (**Promoter**) and adidas International Trading B.V, Hoogoorddreef 9a, 1101 BW Amsterdam, the Netherlands (**Data Controller**).

Requirements

2. The Promotion is open to all United Kingdom residents who have reached the age of 16 with the exception of those mentioned in the below Clause 3. If You are 16 and 17 years of age, You can only participate after consent of Your parent(s), guardian(s) or legal representative(s). Promoter may request written proof of such consent. Individuals of 15 years or younger are under all circumstances excluded from participation. By participating You declare to be a resident in a legal jurisdiction in which the Promotion is offered and to be able to lawfully enter into contractual relations in the United Kingdom.
3. If You are: (a) employees of Promoter, Data Controller, any adidas Group entities or their agents or their first and second degree family members; as well as (b) anyone else who is directly or indirectly professionally connected with the Promotion and their family members; or (c) anyone who participates for non-private purposes, You may not participate in the Promotion.

Participation

4. The Promotion will open on Tuesday 08 November 2016 and close on Friday 11 November 2016 at 9:00 (GMT) (**Promotion Period**). All entries received after lapse of the Promotion Period are excluded from participation and will not be taken into consideration.
5. Participating in the Promotion takes place by You:
 - a. having a public account on Instagram and/or Twitter; and
 - b. following @adidasUK on Instagram or Twitter; and
 - c. posting a photo or video showing Your best rugby flair and/or skill via Your Instagram or Twitter account; and
 - d. Using #RugbyInsiders and tag @adidasUK in the qualifying post or video; and
 - e. Accepting the Privacy Policy of Promoter available at the following link: http://www.adidas.co.uk/Privacy-Policy/help-topics-privacy_policy,en_GB.pg.html.
6. No other means for entries will be accepted than set out in the above Clause 5. Incomplete entries are not valid and will not be accepted.
7. Internet or Wi-Fi access is required.
8. One entry per either Your Twitter or Instagram account. If more than one entry is received, only the first entry will be accepted. The Promotion is a Promotion without a purchase obligation.
9. Entrants to the Promotion can retract their submitted Twitter/ Instagram entry by deleting their entry during the Promotional Period.

General rules of behaviour

10. You may not use the Promotion for the expression of political or religious ideas.
11. Promoter has the right to refuse any entry which contains or any entry from an individual Twitter/ Instagram account that contains material which is offensive, insulting, injurious, obscene, offending, vindictive, indecent, perverted, immoral, aggressive, sexually oriented, racist, derogative, slanderous, discriminatory, or in any other way not in line with good taste and decency, or which Promoter deems in its sole discretion to be otherwise unacceptable.
12. Entries may not conflict with applicable law or regulations, the rights of third parties (including without limit intellectual property rights), nor may they incite, advocate or express pornography, obscenity, vulgarity, hatred, bigotry, racism or gratuitous violence.

13. Entries may not in any way harm Promoter, Data Controller, their affiliates, their agents and/or the brand of adidas (or any other brand of Promoter).
14. You may not upload, post, email or otherwise make available any material that contains software viruses or any other computer codes, files or programs designed to interrupt, destroy or limit the use of any software or devices on the Website.
15. You cannot derive any rights from Your participation and have no right to any payment or other compensation for Your entry or Your participation.
16. Entries must be in the English language.
17. Promoter retains the right to exclude You from participating in the Promotion and to delete Your entry from the Website and its other social media channels without prior notice to You, if the entry is not in line with these rules of behaviour or is otherwise in conflict with the Terms.

Intellectual property rights

18. By entering into this Promotion, You agree that all intellectual property rights (including and not limited to, rights in designs, trademarks, copyrights and rights of a similar nature) subsisting or emerging anywhere in the world and that all materials included in any entry You submit (even if not selected as the winning entry) shall belong exclusively to Promoter to the extent permitted by law.
19. You agree to assign, or to procure the assignment, to Promoter of all such right, title and interest in and to such intellectual property rights to the extent permitted by law. You agree that the consideration for this assignment is satisfied in full by Promoter's agreement to Your participation in the Promotion with the opportunity of You winning one of the prizes awarded by Promoter for winning entries. You further agree to execute, or procure the execution of such documents, and do, and procure the doing of, all such acts or things as are required for the purpose of giving effect to this assignment.
20. If You may not lawfully assign to promoter any copyrights or rights of a similar nature subsisting in or emerging from any work comprised in Your entry materials, then You grant to Promoter (with the acceptance of Promoter) a perpetual, exclusive, irrevocable, worldwide, assignable, unlimited right of use of such work to the extent permitted by law. The right of use granted by You to Promoter shall be full compensated by Promoter's agreement to Your participation in the Promotion with the opportunity of You winning one of the prizes awarded by Promoter for winning entries. The right to use includes, and is not limited to, any and all fields of use and exploitation and in particular the publication, reproduction, distribution, translation, exhibition, presentation and broadcasting of the respective work. The right of use further includes but is not limited to, the specific use and exploitation of the respective work in the manufacture, sale, supply, distribution, advertising and promotion of products. The right of use further includes but is not limited to, making any and all modifications, adaptations, enhancements and additions to the respective work as Promoter may in its absolute discretion see fit. You warrant to Promoter that you are able to grant to promoter the right of use.
21. You acknowledge and agree that Promoter (or any other company designated by Promoter) may use, reproduce, adapt, translate, digitise, publish, revise, disclose, modify, transfer or otherwise exploit entries (but is under no obligation to do so) at any time on and in relation to any adidas product or otherwise.
22. You are not entitled to any compensation in return for the assignment of rights or grant of right of use pursuant to the above Clauses 18, 19 and 20.
23. By participating in the Promotion, You agree to Promoter and Data Controller using free of charge Your name, photograph, image, video, voice recording and general location for publicity and news purposes relating to the Promotion and for a duration which is necessary for the organisation and publicity of the Promotion. For such purposes, You agree that this right of use extends to use of any support or media whether existing or created in the future, and shall include as a non-limited list of examples: promotional documentation, newspapers, television, magazines, and books (both paper and electronic); Internet (including other websites, web casts, multimedia links and social networks) etc.
24. By participating in the Promotion, You unconditionally and irrevocably waive, insofar as legally possible, any moral rights of any nature in or in relation to any work comprised in the entry. Without limitation to the generality of this Clause, You agree and shall procure that neither Promoter nor any other company is obliged to identify You as author of the work, unless required by law.
25. By entering into this Promotion, You warrant and represent that all works comprised in Your entry are Your own original work and do not copy, nor incorporate the work of any third party and that use of the entry by Promoter, Data Controller or its affiliates will not infringe third party intellectual property rights. By entering into this Promotion, You agree to indemnify and hold harmless Promoter, Data Controller, their affiliates, officers, directors, employees, agents, licensees and customers from and against any claim or demand (including reasonable legal fees) by a third party relating to the use of the entry by Promoter, Data Controller or their affiliates or licensees or arising out of Your breach of these Terms.

26. By participating in the Promotion You shall provide all additional information relating to the entry, if so requested by Promoter or Data Controller otherwise Your entry will not be accepted.

Publication

27. It is prohibited to reproduce or publish anything relating to the Promotion without the prior explicit written consent of Promoter.
28. Promoter is authorised to remove, shorten or amend entries on the Website.

Prizes

29. The Promotion provides for a chance to win a prize. There will be fifteen (15) prize winners who shall win the opportunity to take part in a "Captain's Run" training session with the Maori All Blacks team in or around Greater London on or around Tuesday 15 November 2016 (**Prize**). The Promoter will not be responsible and/or liable for any expenses you incur in addition to the Prize (including, without limitation, travel expenses, accommodation, spending money, insurance, taxes, food and/or drink).
30. The Promoter may require the winners to complete a consent and release of liability prior to participating in the Prize. The promoter reserves the right to exclude you from the Prize if you fail to complete a consent and release of liability if requested.
31. For the avoidance of doubt, the Promoter reserves the right to make alterations to the winning entries.
32. An independent adjudicator will select fifteen (15) winners from all correctly submitted entries on or around Friday 11 November 2016 (for the avoidance of doubt, after the Promotion closing time) based on the entrants who, in their opinion, demonstrated the highest level of skill in their qualifying photo or video.
33. The Promoter will notify and instruct winner(s) how to claim a Prize by Twitter /Instagram within one day after the draw regarding delivery of a Prize(s). On such contact, the winner may be required to provide additional information as requested by Promoter.
34. By entering the competition the winner agrees to act responsibly at all times during use of the Prize.
35. The winner(s) can claim Prize(s) until one day after the notification as set out in the above Clause 33 after which date the right to a Prize can no longer be exercised.
36. It is the responsibility of the winner(s) to ensure that they are able to accept the Prize and make use of the Prize(s).
37. The winner(s) agree and accept, once the winner(s) have redeemed the Prize(s), that all taxes or charges related to the Prize(s) will be for his/her account.
38. No cash alternative to a Prize(s) is available.
39. A Prize cannot be exchanged for another prize. A Prize is personal and non-transferable. The winner(s) agree not to sell, offer to sell or use the Prize for any commercial or promotional purpose (including placing a Prize on an internet auction site).
40. A Prize is indivisible and can only be accepted as granted.
41. Promoter reserves the right to modify or withdraw a Prize(s). The alternative prize will be of at least an equivalent or greater value.
42. Prizes that are not redeemed for whatever reason remain the property of Promoter. In case of a rejection of a Prize, the Prize also falls to Promoter.
43. If a winner cannot be contacted or fails to confirm acceptance of a Prize(s) within the period set out above notification or cannot make use of a Prize(s) for any reason, Promoter reserves the right to select an alternative winner and the original winner will forfeit the Prize(s).
44. Details of the winner's name and location will be available between 16 November 2016 and 16 February 2017 by sending a stamped self-addressed envelope to adidas UK, Customer Care, PO Box 1512, Chelmsford, Essex, CM1 3YB.

Limitation of liability

45. Promoter and Data Controller are not responsible or liable for Your costs or expenses of in connection with or relating to participating in the Promotion. The costs of the use of internet are for Your account.
46. Promoter and Data Controller are not responsible and exclude any liability for (i) network- (cable, internet or other relevant networks), computer hardware or software disruptions of whatever nature which might lead to a limited, delayed or lost entry, (ii) other problems or calamities, of whatever nature, that are connected with the functioning of the network (cable, internet or other network), the Website, computer hardware or software, and (iii) mistakes in the entering or processing of personal data, except in case of gross negligence or wilful misconduct of Promoter or Data Controller.

47. Promoter and Data Controller are not responsible or liable for any incompatibility between technologies used, in the broadest sense, during the Promotion and the hardware and software configuration used by You.
48. The winners acknowledge that the availability, dates and times of the Prize are subject to the schedule of fixtures, over which the Promoters have no control. The Promoters will not be liable in the event that the winner and/or their guest are not available on or around the date and/or time notified to them by the Promoters.
49. To the fullest extent allowed by applicable law, Promoter, Data Controller and any agencies involved in the Promotion are not responsible or liable for any loss, damages or injury caused by participation in the Promotion.
50. Where a Prize is delivered to a winner by post, Promoter is not liable for the acts or omissions of any courier or mail delivery.
51. You must act responsibly at all times during the Prize. Representatives delivering the Prize and/or the Promoter shall be entitled to prevent You and/or any person from attending the Prize event or remove you from the Prize event if either deems your behaviour unsuitable. The Promoter will not be responsible for any additional costs incurred should You be refused entry or removed from the Prize event.

52. If a Promotion, for whatever reason, progresses differently than foreseen, for instance, in the event that Prize does not take place or is abandoned, postponed, rearranged or curtailed or the Promotion appears to be in conflict with applicable law, Promoter reserves the right to annul, terminate, amend or postpone the Promotion without any liability of Promoter or Data Collector and without a right of compensation for You.
53. Social media channels (such as Facebook, Instagram, Tumblr or Snapchat) involved in the Promotion are in no way responsible or liable to You. The Promotion is not sponsored, endorsed or administrated by, or associated with the social media channel.

Personal Data

54. By participating in the Promotion Your personal data are processed by Data Controller, the controller of the personal data, and also by the Data Controller's agency involved in administering the Promotion.
55. Save to the extent that, by entering the Promotion, You consent to receiving marketing communications from the Promoter and/or the Data Controller, Your personal data shall be processed for the purpose of participating in the Promotion only and will only be retained as long as necessary for such purpose (i.e. until 3 months after the end of the Promotion). You can request access to and/or submit a request for rectification or removal of their personal data. For these purposes You can contact Data Controller at the below address or by e-mailing dataprotection@adidas-group.com.

Exclusion of participants

56. At all times Promoter reserves the right to exclude You if you provide an invalid or false entry or invalid or false personal information.
57. Promoter reserves the right, at its sole discretion, to disqualify You if You are found to be tampering with the operation of the Promotion, or to be acting in any manner deemed by Promoter to be in violation of these Terms; or to be acting in any manner deemed by Promoter to be disruptive.
58. Promoter is authorised at all times on reasonable grounds to exclude or disqualify You without a right of recourse against Promoter.
59. Promoter reserves the right to exclude You in case of (or suspicion of) foul play, fraud, or any other breach of the Terms without a right of recourse against Promoter. Organised or collective participation of the Promotion shall be regarded as a breach of the Terms.
60. This Promotion is void where the Promotion is prohibited. It is Your responsibility to ensure Your legal eligibility to participate.
61. No rights can be derived from the Promotion or its result other than set out in these Terms.

Applicable law / disputes

62. The decision of Promoter is final and binding. No correspondence will be entered into relating to the result of the Promotion.
63. If any Clause of these Terms is found by a competent court or other competent authority to be void or unenforceable, that Clause shall be deemed to be deleted and the remaining Clauses shall continue in full force and effect.
64. The Terms are governed by and construed in all respects in accordance with the laws of England and Wales. Any and all disputes arising out of or in connection with the Terms shall in the first

instance be submitted to and settled by the competent courts of England and Wales provided that this shall not preclude or prejudice Your right to take any legal proceedings in another court of competent jurisdiction in accordance with applicable mandatory law.

65. Promoter reserves the right at all times to amend the Terms without any liability to You or any third party. A revised version of the Terms will be published on the Website.
66. Promoter will execute the Promotion in compliance with applicable law and regulations relating to betting and gambling. Complaints or questions relating to the Terms and the Promotion can be submitted in writing to adidas (UK) Limited, for the attention of the Legal Department, The adidas Centre, Pepper Road, Hazel Grove, SK7 5SA.