

TERMS AND CONDITIONS

“ Schrijf een review en win een reis naar het WK atletiek 2022 in Eugene” is organised by ASICS Europe B.V. in collaboration with Runnersworld, Run2Day and Trakks (“PARTNER”), to promote the ASICS brand. ASICS Europe B.V. is a company incorporated under the laws of the Netherlands and having its principal office at Taurusavenue 165, 2132 LS Hoofddorp, the Netherlands (hereinafter referred to as "ASICS").

“ Schrijf een review en win een reis naar het WK atletiek 2022 in Eugene “ (hereinafter referred to as the “Promotion”) is a Promotion organized by ASICS and promoted by PARTNER to advertise Nimbus Light 3. The Promotion is governed by these general terms and conditions (“T&Cs”). By submitting an entry to the Promotion, you are deemed to have read and understood these Terms and Conditions and agree to be bound by them. Please contact: info@asics.nl for any questions or comments.

Duration

ASICS will give away one trip to the World championships Athletics in Eugene USA for 2 persons on July 15th till July 19th 2022 to one winner. The promotion will run from January 15th 2022 to April 17th (“Promotion Period”) (inclusive).

Prize

The approximate retail value ("ARV") of the prize is 7000 EUR and consists of:

- Two roundtrip economy class KLM flight tickets for 2 persons to Eugene, USA from Schiphol Airport, Netherlands.
- A stay at a four star Hotel chosen by ASICS for 4 nights (1 room for 2 persons on July 15th -19th). Incl. Breakfast
- 8 Tickets for the WC Athletics (2 x evening session tickets on the 16th July, 2 x morning session tickets on the 17th July, 2x evening session tickets on the 17th July, 2x evening session tickets on the 18th July)
- a total of 500 Euro spending money shared between the winner and its companion, said money may be spent freely by the winner.
- Trip departs the Netherlands on July 15th and will return on July 19th 2022;

All other expenses are not covered.

The winner is aware that participating in the prize will be subject to third party terms and conditions, including but not limited to those of the event tickets, relevant airlines and Hotels.

For more information regarding the prize details and full agenda of activities please carefully read Section 3 “Prize details and conditions”.

HOW TO PARTICIPATE

Participation in the Promotion is free of any charge. In order to enter for a chance to win, eligible participants must, during the Promotion Period:

1. Purchase, during the promotion period, a GEL NIMBUS LITE 3 at Runnersworld, RUN2DAY or Trakks (online or in store) in either the Netherlands or Belgium, and retain the receipt; AND
2. Share, during the promotion period, their review of the GEL NIMBUS LITE 3 on their Instagram* and
 - a. place the Hashtag #mytriptoene, and
 - b. tag @asicsrunning plus any of the following additional tags:
 - @runnersworldned or @runnersworldleiden or @runnersworld010 or
 - @runnersworldarnhem or @runnersworldutrecht or
 - runnersworldamsterdamsebos or @runnersworlddordrecht or
 - @runnersworlddehv or @runnersworldnijmegen or @runnersworldbussum or
 - @runnersworldhoogeveen or @runnersworldhoorn or
 - @runnersworldbergenopzoom or @runnersworldzaandam or
 - @runnersworldede or @run2dayrotterdam or @run2dayamsterdam or
 - @run2daynederland or @run2daybreda or @run2dayhilversum or

@run2daydenhaag or @run2day_arnhem or @run2daynijmegen or @run2day038 or @run2daydenbosch or @run2dayhaarlem or @run2dayutrecht or @run2dayvenlo or @run2dayamersfoort or @run2dayassen or @run2dayzvolle or @run2dayveenendaal or @trakks_belgium

*Please note that the Instagram account must be public in order to be eligible.

Participants may be required to provide proof of purchase of GEL NIMBUS LITE 3, and that it was purchased from one of the PARTNERS.

All entries received outside of the Promotion Period and those that do not comply with these T&Cs are automatically disqualified.

The winner will be contacted via a Direct Message on their Instagram-account no later than May 31st 2022, and the winning entry will be published on the following websites: www.runnersworld.nl, www.run2day.nl and www.trakks.be from the 1st of May 2022!

GENERAL TERMS AND CONDITIONS

1. ELIGIBILITY

1.1. Legal residents of the participating countries, Netherlands and Belgium, who have reached the age of 18 are eligible to participate in

the Promotion. The Promotion is for private purposes only. Directors, officers, management, employees, other staff and the immediate family and household members of those individuals of ASICS, ASICS offices in the participant countries, sales force, Onitsuka Tiger and ASICS Tiger retailers (including their staff), ASICS ambassadors and/or Frontrunners, agencies involved in the development of this Promotion, affiliated companies and other persons involved in the Promotion are not eligible to enter this Promotion.

1.2. In order to be eligible to participate in the Promotion and to receive the prize, the participant must fully comply with these general terms and conditions, and by accepting the prize the recipient agrees to be bound by these general terms and conditions and the decisions of ASICS, whose decisions shall be binding and final in all respects.

1.3. The same eligibility requirements apply to the chosen travel companion. Companions under the age of 18 must provide an authenticated letter of parental authorisation.

3. PRIZE DETAILS AND CONDITIONS

3.1. The approximate retail value ("ARV") of the prize is EUR 7000. The prize is subject to any and all applicable terms and conditions of ASICS. Any depictions of prizes are for illustrative purposes only. No transfer, refund, substitution or replacement of the prize is permitted. The value of the prize may be subject to taxable income of the winner.

3.2. Entry to participate is free, only entry via public posts on Instagram are accepted.

3.3. Subject to change, the decision on the winner will take place not later than April 30, 2022.

3.4. The winner will be selected on the basis of the usefulness of their review. The winner will be selected by impartial members of ASICS marketing team alongside a member of the specialist product team, from a list of all valid entries submitted during the Promotion Period.

3.5. The winner will be contacted no later than May 31st 2022, about the prize, via a Direct Message on their Instagram account. The winners will need to confirm the acceptance of the prize, in writing, via Instagram to the initial contact within 7 calendar days to confirm the acceptance of the prize.

3.6. In the event that ASICS cannot for any reason get in contact with a winner or a winner does not confirm its acceptance, in writing, to the initial communications within 7 days, ASICS reserves the right to select another winner by means of same winner selection process.

3.7. The winner and its companion must be able to provide proof of identity and of legal residence in the participating country upon acceptance of the prize.

3.8. The winner and his/her companion will be solely responsible for any taxes resulting from winning the prize.

3.9. The winner and the companion will require a passport valid for at least 6 months on date of travel; any necessary visas, health requirements or tests, travel insurance, or the like are the sole cost and responsibility of the winner and his/her companion.

3.10. ASICS is not responsible if the winner and/or the companion are refused entry or are ejected from the country of destination because they have not met or not complied with, or are suspected not to have complied with, any conditions of entry and stay in the country of destination.

3.11. For the avoidance of doubt the prize does not include: transportation costs other than those already described herein, food, beverages, souvenirs, gratuities, additional excursions and attraction and any other costs that are not explicitly set out in these terms and conditions.

3.12. In case the winner rejects the prize after the acceptance or changes the companion before the trip, he or she shall bear any administrative costs incurred by ASICS and the cancellation fees / change of name fees. For the avoidance of doubt, there are no cash or any other alternative after the rejection of the prize.

3.13. ASICS reserves the right to make changes to the prize at any time for any reason including but not limited to as a result of full bookings, unforeseen events, governmental restrictions, or the like. Notwithstanding the foregoing, the value of the prize shall remain the same.

4. PERSONAL DATA

4.1 Any processing of personal data provided by recipients in connection with participation in the ASICS Schrijf een review en win een reis naar het WK atletiek 2022 in Eugene will be used for administration of the Promotion and awarding of the prize only and is subject to ASICS' [Privacy Policy](#). Any processing of personal data of the winner and his/her companion for realization of the prize shall be subject to ASICS' [Privacy Policy](#) and ASICS may contact the winner and his/her companion in order for it to facilitate the realization of the prize. Please read the Privacy Policy carefully to understand ASICS's views and practices regarding the processing of personal data. Furthermore, please note that any bookings associated with the prize may require the winner and their companion's personal data to be shared with other companies who may have their own privacy policies. By accepting the prize you therefore consent to the transfer and processing of your personal data strictly for this purpose.

4.2. Except where prohibited or restricted by law, the winner and their companion, by claiming and/or accepting the prize, consents and agrees to ASICS and its successors, assigns, transferees, licensees, and sub-licensees, without any of such owing any remuneration to winner, to use, publish, replicate, alter, adapt, modify, broadcast, translate, distribute, and syndicate the recipient's full name, city and state of residence, photographs or other likenesses, videos, prize claim, pictures, portraits, voice, testimonials, biographical information (in whole or in part), and/or statements made by recipient regarding the Promotion or ASICS or taken during the trip in general, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade, syndication and/or promotion on behalf of ASICS, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, digital, mobile, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval, which rights recipient acknowledges and agrees ASICS can transfer, assign, license, and/or sublicense to any third party.

5. LIABILITY WAIVER

5.1 ASICS and its subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award the prize to a recipient, with regard to:

- (a) prize claims that contain inaccurate information. or do not comply with, or violate the general terms and conditions;
- (b) prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind;
- (c) recipients who have committed fraud or deception in entering or participating in the Promotion or claiming the prize;
- (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties;
- (e) any inability of the recipient to accept the prize for any reason;
- (f) if a prize cannot be awarded due to travel cancellation, delays or interruptions due to Acts of God, natural disasters, terrorism, pandemic, weather or any other similar event beyond ASICS's reasonable control; or

(g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this promotion or any promotion or prize related activities.

5.2 The recipient, by claiming and/or accepting the prize, agrees to release and hold harmless ASICS and its subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury (including emotional distress), illness, health issue, and/or death which may occur in connection with preparation for, or participation in, the Promotion, or possession, acceptance and/or use or misuse of the prize or participation in any Promotion-related activity and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery. Insofar as is permitted by the law, ASICS (including its officers, employees and agents) exclude all liability (including negligence) for any personal injury or any loss or damage otherwise arising out of or in connection, directly or indirectly, with the Promotion or the prize.

5.3 ASICS and its subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors assume no responsibility for any injury or damage to entrants or to any other person's computer, regardless of how caused, relating to or resulting from entering or downloading materials or software in connection with this Promotion or prize.

5.4 ASICS and its subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors assume no responsibility for any loss, theft or damage to winner or companion's personal belongings carried to and from or bought during trip.

5.5 The winner and companion assume any and all risks associated to participation and redemption of the prize.

6. MISCELLANEOUS

6.1. ASICS reserves the right, in its sole discretion, to disqualify any individual/recipient it finds to be:

(a) tampering with the selection process or the operation of the Promotion, or with any web sites promoting the Promotion;

(b) acting in violation of the general terms and conditions; or

(c) entering or attempting to enter the Promotion multiple times through the use of multiple e-mail addresses, or social media accounts, or the use of any robotic or automated devices to submit claims.

6.2. If ASICS determines, in its sole discretion, that technical or unforeseen events compromise the integrity or viability of the Promotion, ASICS reserves the right to void the claims at prize at issue, and/or terminate the relevant portion of the Promotion, including the entire Promotion's promotion. If the Promotion is terminated or modified due to technical difficulties or unforeseen events prior to the expiration date of the Promotion Period, notice will be posted at www.runnersworld.nl , www.run2day.nl and www.trakks.be

7. JURISDICTION AND DISPUTE SETTLEMENT

7.1. Any claims or complaints regarding this Promotion should be communicated via email to info@asics.nl Please clearly state your personal details (name and surname) and contact details, the name of the promotional campaign and the subject of the complaint. ASICS Compliance Department will contact you. In the unlikely event that we are unable to resolve a complaint with you directly, you may turn to the Dutch Foundation for Consumer Complaints Board (<https://www.degeschillencommissie.nl>). If you reside in the EU, the European Commission provides for an online dispute resolution platform, which you can access here: <https://ec.europa.eu/consumers/odr>.

7.2. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these general terms and conditions, or the rights and obligations of the recipient or ASICS in connection with the Promotion shall be governed by, and construed in accordance with, the laws of the Netherlands. In addition, any dispute relating to the Promotion (including these general terms and conditions) shall be subject to the exclusive jurisdiction of the courts of the Amsterdam.