

Swarovski "Instagram Contest Festive Calendar" Contest/Sweepstake Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. Void Where Prohibited.

- 1. Sponsors:** D. Swarovski KG ("**Sponsor**")
- 2. General Conditions:** The Swarovski "**Instagram Contest Festive Calendar**" Contest/Sweepstake (the "**Contest/Sweepstake**") is open to participants who:
 - a. are at least 21 years of age (or at least the age of majority in participant's country of residence);
 - b. are not residents of Cuba, Burma/Myanmar, Iran, Italy, Syria, Sudan, North Korea or Venezuela;
 - c. did not purchase products/services distributed by D. Swarovski KG, www.crystals-from-swarovski.com for the purposes of entering or participating in this Contest/Sweepstake, (the "**Participant**").

Employees of D. Swarovski KG and any of their parent and affiliate companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to enter or participate in this Contest/Sweepstake and to win a prize. The entry or participation in this Contest/Sweepstake is subject to all applicable federal, state, provincial, territorial, municipal and local laws, directives and regulations and shall be void if prohibited in accordance to the aforementioned laws, directives and regulations.

Sponsor reserves the right to cancel, suspend and/or modify the Contest/Sweepstake in whole or in part, in particular but not limited to any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest/Sweepstake. Sponsor reserves the right in its sole discretion to disqualify any Participant it finds:

- a. to be tampering with the Entry processes or the operation of the Contest/Sweepstake;
- b. to be acting in violation of these Official Rules or any other promotion; or
- c. to be acting in an unsportsmanlike or disruptive manner.

Any attempt by any person to deliberately undermine the legitimate operation of the Contest/Sweepstake may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Participation in this Contest/Sweepstake constitutes Participant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to this Contest/Sweepstake. Winning a prize is contingent upon fulfilling all requirements set forth herein.

- 3. Timing:** The Contest begins on **01.12.2018** and ends on **24.12.2018** at 23:59:59 UTC (the "**Contest/Sweepstake Period**"). Sponsor's computer is the official time-keeping device for the Contest/Sweepstake.
- 4. How to Participate:** Participation in the Contest/Sweepstake includes holding an Instagram account. Registered holders must agree to the Terms & Conditions (a copy of which can be found at <http://swarovski.com/CqXD>)
- 5. Entry:** Participants must follow @crystalsfromswarovski on Instagram, comment the raffle's official hashtag #festivecalendar below the post with the product they want to win.

Participants have the chance to enter the raffle on a daily basis from December 1-24, as during this period, new products will be posted daily on the official Crystals from Swarovski Instagram account (<https://www.instagram.com/crystalsfromswarovski/>).

Swarovski will announce one (1) winner via Instagram message & story on the following day, starting from December 2 until December 25. The authorized Instagram account holder is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each Participant may be required to show proof of being an authorized account holder.

6. Winner Determination: The winners of the Contest/Sweepstake will be determined by a random selection tool at Sponsor's sole discretion among the Participants.(the "**Winners**"). Please note that there is no further information about this Contest/Sweepstake available. There is no right to appeal.

The potential winners will be notified via Instagram message maximum five (5) days after the draw during December 2-25. If the potential winners cannot be contacted, or does not comply with these Official Rules, then the potential winners will be disqualified and will forfeit the prize. If the potential winner is disqualified for any reason, the prize may be awarded to another participant. If the alternate potential winner cannot satisfy the requirements as set forth in these Official Rules and thereby become the overall winner, then the prize will remain un-awarded.

THE POTENTIAL WINNER IS NOT A WINNER OF THE PRIZE UNLESS AND UNTIL HE/SHE SATISFIES ALL REQUIREMENTS AS SET FORTH IN THESE OFFICIAL RULES.

7. Prize(s): Participants have the chance to win one (1) of the following products:

- a. Earrings from Shourouk
- b. Earrings from Caroline Svedbom
- c. Earrings from Sonia Heilbron
- d. Earrings from Frangos
- e. Watch from Festina
- f. Earrings from Shourouk
- g. Umbrella from Pasotti
- h. Earrings from Carla Brillanti
- i. Necklace from Merano Design
- j. Hat from Warm-Me
- k. Necklace from Brosch&Co
- l. Necklace and Earrings from Sokolov
- m. Shoes from Magrit Shoes
- n. Earrings from Brosch&Co
- o. Socks from Wolford
- p. Earrings from Shourouk
- q. Glasses from Luxor
- r. Belt from Tria Alfa
- s. Backpack from Samsonite
- t. Underwear from Beldona
- u. Necklace from Iskra
- v. Shoes from Reka Vago
- w. Hat from Toni Sailer
- x. Christmas Ornament FAO Schwarz

With a total approximate retail value ("ARV") of **€3,750€**

Winners are responsible for all taxes and fees associated with prize receipt and/or use.

NOTE: there is no claim to cash payment and express delivery. Shipment will be arranged weekly on December 6/13/19. For prizes raffled after December 19, winners might get their prizes not before January 15 due to closed office over the holidays.

8. Warranties and Representations: AS CONDITIONS OF PARTICIPATION IN THIS CONTEST/SWEEPSTAKE, EACH PARTICIPANT WARRANTS AND REPRESENTS THAT THE ENTRY DOES NOT VIOLATE APPLICABLE LAWS OR REGULATIONS. Winner will indemnify Sponsor, Released Parties (as defined in Section 8. below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

9. Release: By receipt of any prize, Winner agrees to release and hold harmless the Sponsor, www.crystals-from-swarovski.com/, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "**Released Parties**") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest/Sweepstake or receipt or use or misuse of any prize, to the greatest extent permitted by applicable law. Depending upon the law of Participant's country of residence, this release may not apply to claims against Sponsor, its representatives and its vicarious agents for damages because of personal injury or death.

10. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Participant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest/Sweepstake; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Entry process or the Contest/Sweepstake; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest/Sweepstake, the uploading, the processing or judging of Entries, the announcement of the prizes or in any Contest/Sweepstake-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Contest/Sweepstake or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any Entry. Under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

11. Disputes: To the fullest extent permitted by applicable law, Participant agrees that any and all disputes, claims and causes of action arising out of or connected with this Contest/Sweepstake or any prize awarded shall be governed exclusively by the material law applicable to the place of business of the Sponsor without references to the principles of conflicts of laws. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest/Sweepstake, but in no event attorneys' fees.

12. Data Protection: All information will be submitted directly to the Sponsor via [Http://www.crystals-from-swarovski.com/](http://www.crystals-from-swarovski.com/) as part of this Contest/Sweepstake. All

information submitted to Sponsor will be treated in accordance with Sponsor's Privacy Policy, available at <http://www.swarovski.com/dataprotection>. Information submitted to [Http://www.crystals-from-swarovski.com/](http://www.crystals-from-swarovski.com/) is subject to [Http://www.crystals-from-swarovski.com/](http://www.crystals-from-swarovski.com/)'s privacy policy, available at please insert link of [Http://www.crystals-from-swarovski.com/](http://www.crystals-from-swarovski.com/) Privacy Policy. Your personal information will be used to contact the potential winner and for other purposes consistent with these Official Rules. Personal Information means any information you enter to participate in this Contest/Sweepstake (as stated in Section 4). Your country of residence may grant you the right to review and correct the personal data stored about you, including its origin, recipient or categories of recipients of the data and the purpose of the storage. In addition, you may have the right to disable and delete your data, depending upon the circumstances. If your country of residence grants you such rights, you may exercise them by making you request in writing. To submit your request, please write to Swarovski "Instagram Contest Festive Calendar", c/o responsible Swarovski Person: Viktoria Leroux, D. Swarovski KG, Swarovskistrasse 30, 6112 Wattens, Austria or send an email to festivecalendar@swarovski.com ; and make sure to include the specifics about your request.

13. Consumer Rights: Nothing in these Official Rules shall be deemed to exclude or restrict any of the Winner's or the Participant's statutory rights as a consumer.

14. Disclosure: This promotion is sponsored, endorsed or administered by, or associated with, www.crystals-from-swarovski.com

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