

# Sign Up Prize Draw - Terms and Conditions

## 1. THE PRIZE DRAW

This prize draw is run by Shade ApS, a company registered in Denmark (Company registration Number 37199494) having its registered office address at Linde Alle 29A, 2850 Nærum. By submitting a prize draw entry, you are agreeing to be bound by these terms and conditions. The title of the prize draw is "Sign Up Prize Draw". You'll have the chance to win one Orb by liking the correspondent Facebook status and additionally signing up for the Shade ApS's newsletter via <http://www.kickstartshade.com/signup>.

## 2. HOW TO ENTER

2.1 The prize draw will run from, 9am CET, on 21/04/2017 to 9am CET on 28/04/2017.

2.2 All prize draw entries must be received by Shade ApS through a like on the corresponding Facebook post "Win a FREE Orb" (posted April 21<sup>st</sup>, 2017) by no later than 9am CET on the Closing Date. All prize draw entries received after the Closing Date are automatically disqualified.

2.3 To enter the prize draw:

Click 'like' on the corresponding Facebook post "Win a FREE Orb" (posted April 21<sup>st</sup>, 2017) on [www.facebook.com/kickstartshade](http://www.facebook.com/kickstartshade) and additionally sign up for Shade ApS's newsletter with your valid email address at <http://www.kickstartshade.com/signup>.

2.4 No purchase necessary and there is no charge for entering into the prize draw.

2.5 Entries that fail to be submitted before the Closing Date will be automatically disqualified.

2.6 No late entries will be accepted. Shade ApS will not accept responsibility for prize draw entries that are lost, mislaid, damaged or delayed, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.

2.7 The prize draw is open globally to those aged 18 years or over, except employees of Shade ApS or its holding or subsidiary companies; employees of any sponsor or its holding or subsidiary companies, who are professionally connected with the prize draw or its administration.

2.8 There is a limit of one entry per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.

## 3. THE PRIZE

3.1 The prize available to be won is "one sample of the Orb".

3.2 Prizes are subject to availability. There is no cash alternative for the Prize. Shade ApS reserves the right to replace the Prize with an alternative prize of equal or higher value if circumstances beyond Shade ApS's control make it necessary to do so. The Prize is not negotiable or transferable.

#### 4. WINNER ANNOUNCEMENT & CLAIMING THE PRIZE

4.1 The winner of the Competition will be announced on Shade ApS's Facebook Page ([www.facebook.com/kickstartshade](http://www.facebook.com/kickstartshade)) on 28/04/2017.

4.2 Shade ApS will contact the winner via Facebook comments and messaging as soon as practicable after the Announcement Date, using the email address provided with the prize draw entry.

4.3 Shade ApS will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their Prize within 15 of days of the Announcement Date, Shade ApS reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Date.

#### 5. LIMITATION OF LIABILITY

Insofar as is permitted by law, Shade ApS, its agents, customers or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of using or taking up the Prize except where it is caused by the negligence of Shade ApS, its agents or distributors or that of their employees. Your statutory rights are not affected.

#### 6. DATA PROTECTION AND PUBLICITY

If you are the winner of the prize draw, you agree that Shade ApS may use your name, image and town or county of residence to announce the winner of this prize draw and for any other reasonable and related promotional purposes. By entering the prize draw, you agree that any personal information provided by you with the competition entry (i.e. name and email address) may be held and used only by Shade ApS, the prize draw sponsor or their agents to administer the prize draw and/or to contact you for marketing or promotional purposes.

#### 7. MISCELLANEOUS

7.1 Shade ApS will take reasonable measures to ensure the security of entries and any related information or materials. In no event shall Shade ApS be liable to any party, for indirect, special, incidental, or consequential damages arising out of the loss of images and data supplied, even if Shade ApS has been advised of the possibility of such loss and damages.

7.2 These terms and conditions constitutes the complete and exclusive statement of the terms and conditions relating to the prize draw and supersedes any prior terms and conditions, oral or written, and any other communications relating to these terms and conditions.

7.3 If there is any reason to believe that there has been a breach of these terms and conditions, Shade ApS may, at its sole discretion, reserve the right to exclude you from participating in the prize draw.

7.4 Shade ApS reserves the right to hold void, suspend, cancel, or amend the prize draw where it becomes necessary to do so.

7.5 These terms and conditions shall be governed by Danish law, and the parties submit to the nonexclusive jurisdiction of the courts of Denmark.