

## **Terms and Conditions**

### **1. Eligibility**

The WBR Dreambike sweepstake (in the following now called “sweepstake”) is open to legal residents of all countries. Entrants must be 18 years as of their date of entry in this promotion in order to qualify. This sweepstake is subject to federal, state, and local laws and regulations and void where prohibited by law. Employees of World Bicycle Relief, DT Swiss, Open Cycle and SRAM, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the “Employees”), as well as members of an Employees' immediate family and/or those living in the same household of Employees are ineligible to participate in the sweepstake.

### **2. Partnership**

The Charity partner is World Bicycle Relief Switzerland, located at Rue Fendt 1, 1201, Geneva, Switzerland. The charity partner will conduct the sweepstake substantially as described in these Official Rules.

### **3. Agreement to Rules**

By entering this sweepstake, the Entrant (“You” or “Your”) agrees to abide by the Charity Partner's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Charity partner reserve the right to refuse, withdraw, or disqualify any entry at any time at the Charity Partner's sole discretion. By entering this sweepstake, you represent and warrant that you are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Charity Partner as final and binding as it relates to the content of this sweepstake.

### **4. Sweepstake Entry Period**

This promotion begins on 29. Nov at 8:00 am CET and ends on 22. December 2020 at 11.59 pm CET (“Entry Period”). To be eligible for the sweepstake, entries must be received within the specified Entry Period.

### **5. How to Enter**

Eligible entrants can enter the sweepstake by submitting the registration form with email and country of residence. As a participant, your entry must fully meet all

sweepstake requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the charity partner's sole discretion. Participants may only enter once. Fraudulent methods of entry or circumvention of the rules may result in the Charity Partner invalidating your entry/entries and removing it/them from the sweepstake at the Charity Partner's sole discretion.

## **6. Prizes**

The Winner(s) of the sweepstake (the "Winner") will receive the WBR Dreambike (collaboration between Open Cycle, DT Swiss and SRAM). The actual/appraised prize value may differ at the time the prize is awarded. The prize(s) shall be determined solely by the charity partner. There shall be no cash or other prize substitution permitted except at the charity partner's discretion. The prize is non-transferable. The Winner, upon acceptance of the prize, is solely responsible for all expenses, taxes, etc. related to the prize, including without limitation any and all local, state, and federal taxes. The Winner shall not transfer assignment of the prize to others, nor shall the Winner request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for the charity partner, Open Cycle, DT Swiss and SRAM, to use the Winner's, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law.

## **7. Odds**

The total number of eligible entries received determines the odds of winning.

## **8. Selection and Notification of Winner**

The Winner will be selected by a random drawing under the supervision of the charity partner. The charity partner will notify the Winner(s) by email within 2 days following Winner selection. The charity partner is not responsible for, nor shall have no liability for, Winner's failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall charity partner be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner: 1) fails to claim the prize within 3 days from the time the award notification was sent; 2) is found ineligible for any reason determined by Sponsor; or 3) does not complete and return an executed declaration(s) and release(s) within the specified timeframe, the prize may be forfeited and an alternate Winner may be selected. Receipt of the prize (offered in the sweepstake) by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. If the winner violates any of these official rules, the winner (at the charity partners's sole discretion) will be disqualified, and all privileges as winner will be immediately terminated.

## **9. Rights Granted by You**

By submitting an entry, You understand and agree that the charity partner, any individual acting on the charity partner's behalf, and the licensees successors, and assigns of the charity partner shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the sweepstake, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.

## **10. Terms & Conditions**

In its sole discretion, the charity partner reserves the right to modify, suspend, cancel, or terminate the sweepstake should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the charity partner's control, impact or corrupt the security, fairness, proper conduct, or administration of the sweepstake. The charity partner, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the charity partner. Individuals who tamper with or attempt to tamper with the operation or entry process of the sweepstake or website or violates these Terms & Conditions will be disqualified by the charity partner in its sole discretion. In its sole discretion, the charity partner has the right to maintain the integrity of the sweepstake, to void votes for any reason. You shall defend or settle against such claims at your sole expense, and You shall indemnify, defend and hold harmless the charity partner from any suit, etc. that You cause by failing to comply with any term or condition of these Rules.

## **11. Limitation of Liability**

Your entry into this sweepstake constitutes Your agreement to release and hold harmless the charity partner and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the sweepstake and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Promotion; 5) electronic error or human error in the Promotion administration or the processing of entries.

## **12. Disputes**

Swiss law is exclusively applicable to the present competition, excluding the Vienna Convention on the International Sale of Goods. The place of jurisdiction for all disputes arising from the competition and/or the present terms and conditions of participation are the ordinary courts in Geneva, Switzerland (registered office of the Charity partner).

To the extent permitted by law, the entrant waives in advance the right to assert any and all rights or claims against the Charity partner and Open Cycle, DT Swiss and SRAM.

## **13. Privacy Policy**

Information submitted with an entry is subject to the Privacy Policy stated on the World Bicycle Relief's website. Click [here](#) to read the Privacy Policy.

## **14. Winners List**

The Winners of the sweepstake (the "Winner") will receive the special edition WBR Dreambike, a bike build from Open Cycle, DT Swiss and SRAM.

You may obtain a copy of the Winner's names or a copy of these Official Rules, by sending your request via mail with a stamped, self-addressed envelope to: World Bicycle Relief Switzerland, c/o Impact Hub, Rue Fendt 1, 1201 Geneva, Switzerland. Requests must be postmarked no later than 7 days after the winner's announcement.

## **15. Conditions of profit and participation**

Should individual provisions of these Terms and Conditions of Participation be invalid or incomplete or should fulfillment become impossible, this shall not affect the validity of the remaining parts of the Terms and Conditions of Participation. In this case, the ineffective provision shall be replaced without further ado by a permissible effective provision which comes closest to the original intention in terms of its content.