

Terms and Conditions for Originals Home Kit Raffle (“Competition”)

Please read these terms and conditions (“**Terms**”) carefully. The Terms contain important information. By participating in this Competition, each participant declares to agree to the applicability of the Terms.¹

Competition

1. The Terms apply to the Competition by adidas International Marketing B.V (“**Promoter**”).
2. These Terms are available at the adidas application and the following websites: adidas.uk, adidas.de, adidas.fr, adidas.es, and adidas.nl. Please print and retain a copy of these Terms for your records.

Requirements

3. The Competition is open to all individuals who are residents of Spain, UK, The Netherlands, France and Germany who have reached the age of 16 with the exception of the persons mentioned in the below Clause. Individuals of 16 and 17 years of age can only participate after consent of their 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 participants declare to be a resident in a legal jurisdiction in which the Competition is offered and to be able to lawfully enter into contractual relations in such legal jurisdiction.
4. Participation is excluded for (a) employees of Promoter, any adidas Group entities or their agents and their first- and second-degree family members, as well as (b) anyone else who is directly or indirectly professionally connected with the Competition and their family members and (c) anyone who participates for non-private purposes.

Participation

5. The Competition will open on 19.09.2023 at 10.00 CET and close on 3.10.2023 at 23:00 CET (“**Competition Period**”). All entries received after lapse of the Competition Period are excluded from participation and will not be taken into consideration.
6. Participating in the Competition takes place by:
 - a. accessing via social ads the adidas application and website (“**Website**”) during the Competition Period; and
 - b. joining adiClub (if not yet a member); and
 - c. entering the requested personal data; and
 - d. choosing either (1) the Originals Home Kit Paris or (2) the Originals Home Kit London; and
 - e. accepting and adhering to these Terms unconditionally.
7. No other means for entries will be accepted than set out in the above Clause. Incomplete entries are not valid and will not be accepted.
8. One entry per person. If more than one entry is received, only the first entry will be accepted.
9. The Competition is a competition without a purchase obligation.

General rules of behaviour

10. Participants may not use the Competition for the expression of political or religious ideas.

¹ Participants should agree to these Terms (e.g. by ticking a tickbox).

11. Promoter has the right to refuse any entry which contains material which is offensive, insulting, injurious, obscene, offending, vindictive, indecent, perverted, immoral, aggressive, sexually oriented, racist, derisive, 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, 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, its affiliates, its agents and/or the brand of adidas (or any other brand of Promoter).
14. Participants 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. Participants cannot derive any rights from their participation and have no right to any payment or other compensation for their entry or their participation.
16. Promoter retains the right to exclude participants from participating in the Competition and to delete entries from the Website if these are not in line with these rules of behaviour or are otherwise in conflict with the Terms.

Intellectual property rights

17. By entering into this Competition, participants agree that the following intellectual property rights in and to materials included in any entry (even if not selected as the winning entry) shall belong exclusively to Promoter to the extent permitted by law:
 - (a) the right to publish, copy and making the material accessible to public
 - (b) the right to modify the material in order to publish, copy or making it accessible to the public.Participants agree to assign, or to procure the assignment, to Promoter of all such right, title and interest in and to such intellectual property rights. Participants 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.
18. Without prejudice to the generality of the above Clause, participants 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 obligations to do so) at any time on and in relation to any adidas product or otherwise.
19. Participants are not entitled to any compensation in return for the assignment of rights pursuant to the above Clauses or for any use of an entry pursuant to the above Clauses.
20. By participating in the Competition, participants agree to Promoter using free of charge participant's name, photograph, image, video, voice recording and general location for publicity and news purposes relating to the Competition and for a duration which is necessary for the organisation and publicity of the Competition. For purposes of this, participants agree that this assignment concerns any support or media whether existing currently 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.
21. By participating in the Competition, participants 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 limit to the generality of the foregoing, each participant agrees and shall procure that neither Promoter nor any other company is obliged to identify participant as author of the work, unless required by law.
22. By entering into this Competition, participants warrant and represent that all works comprised in participant's entry are his/her own original work and do not copy, nor incorporate the work of any

third party and that use of the entry by Promoter or its affiliates will not infringe third party intellectual property rights. By entering into this Competition, participants agree to indemnify and hold harmless Promoter, its 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 or its affiliates or licensees or arising out of participant's breach of these Terms.

23. By participating in the Competition, participants agree to provide all additional information relating to the entry if so requested by Promoter.

Publication

24. It is prohibited to reproduce or publish anything relating to the Competition without the prior explicit written consent of Promoter.
25. Promoter is authorised to remove, shorten or amend entries in text or image on the Website.

Prizes

26. The Competition provides for a chance to win a prize. There will be 8 prizes in total each with a value of 185 Euros ("**Prize**"). The Prize will consist of Originals Home Kit London or Originals Home Kit Paris. There will be 4 Originals Home Kit London and 4 Originals Home Kit Paris. The kit consists of a printed shirt with campaign and city references, four patches that winners can put on their clothes, two pairs of laces and two heat transfers.
27. The winner(s) will be selected in a random draw to take place by an independent person or by a computer process on or around 4.10.2023. Promoter will notify and instruct winner(s) how to claim a Prize by email or via the adidas application within **one week** after the draw regarding delivery of a Prize.
28. The winner(s) can claim a Prize until **14 days** after the notification as set out in the above Clause after which date the right to a Prize can no longer be exercised. A Prize will be dispatched to the winner(s) within **21 days** after claiming a Prize.
29. It is the responsibility of the winner(s) to ensure that they are able to accept the Prize and make use of the Prize.
30. The winner(s) agree and accept - once the winner has redeemed the Prize - that all taxes or charges related to the Prize will be for his/her account.
31. No cash alternative to a Prize is available.
32. A Prize cannot be exchanged for another prize. A Prize is personal and non-transferable. The winner agrees 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).
33. A Prize is indivisible and can only be accepted as granted.
34. Promoter reserves the right to modify or withdraw a Prize. The alternative prize will be of at least an equivalent or greater value.
35. 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.
36. If a winner cannot be contacted or fails to confirm acceptance of a Prize within **14 days** of notification or cannot make use of a Prize for any reason, Promoter reserves the right to select an alternative winner and the original winner will forfeit the Prize.

Limitation of liability

37. Promoter is not responsible or liable for costs or expenses of participants in connection with or relating to participating in the Competition. The costs of the use of internet are for the account of the participants.
38. Promoter is 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.
39. Promoter is not responsible or liable for any incompatibility between technologies used, in the broadest sense, during the Competition and the hardware and software configuration used by the participants.
40. To the fullest extent allowed by applicable law, Promoter, and any agencies involved in the Competition are not responsible or liable for any loss, damages or injury caused by participation in the Competition.
41. Where the Prize is delivered to the winner by post, Promoter is not liable for the acts or omissions of any courier or mail delivery.
42. If a Competition, for whatever reason, progresses differently than foreseen or the Competition appears to be in conflict with applicable law, Promoter reserves the right to annul, terminate, amend or postpone the Competition without any liability of Promoter and without a right of compensation for the participants.

Exclusion of participants

43. At all times Promoter reserves the right to exclude participants with invalid or false entries or invalid or false personal information from participation.
44. Promoter reserves the right at its sole discretion to disqualify any individual found to be tampering with the operation of the Competition, 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.
45. Promoter is authorised at all times on reasonable grounds to exclude or disqualify participants without a right of recourse against Promoter.
46. Promoter reserves the right to exclude participants 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 Competition shall be regarded as a breach of the Terms.
47. This Competition is void where the Competition is prohibited. It is the responsibility of the participants to ensure their legal eligibility to participate.
48. No rights can be derived from the Competition or its result other than set out in these Terms.

Applicable law / disputes

49. The decision of Promoter is final and binding. No correspondence will be entered into relating to the result of the Competition.
50. 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.

51. The Terms are governed by and construed in all respects in accordance with the laws of the Netherlands. 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 Amsterdam, the Netherlands, provided that this shall not preclude or prejudice the right of the participant to take any legal proceedings in another court of competent jurisdiction in accordance with applicable mandatory law.
52. Promoter reserves the right at all times to amend the Terms without any liability to the participants or any third party. A revised version of the Terms will be published on the Website.
53. Promoter will execute the Competition in compliance with applicable law and regulations relating to betting and gambling. Complaints or questions relating to the Terms and the Competition can be submitted in writing to adidas International Marketing B.V., to the attention of the Legal Department, Hoogoorddreef 9a, 1101 BA, Amsterdam Z-O, the Netherlands.