

Euro 2016 Game - Terms & Conditions

1. Definitions

In these T&Cs, unless the context requires otherwise, the following terms shall have the following meanings:

“Affiliate” shall mean any corporation, partnership, or other entity that, directly or indirectly, owns, is owned by, or is under common ownership with, such Party hereto, for so long as such ownership exists. For the purposes of the foregoing, "own," "owned," or "ownership" shall mean ownership of more than fifty percent (50%) of the stock or other equity interests entitled to vote for the election of directors or an equivalent governing body.

“Draw” shall mean the random drawing of the Winner amongst the Users who submitted the correct answer to the predictive game.

“Entry” shall mean each submitted answer via the form, embedded in the blog post.

“E-Mail” shall mean the E-mail address submitted by the User together with the Entry.

"Gemalto M2M" shall mean Gemalto M2M GmbH, Werinherstr. 81, 81541 Munich, Germany.

“Prize” shall mean one smart ball from Adidas.

“Registration Form” shall mean the Layer which appears when the User participates in the Tombola

"T&Cs" shall mean these Terms and Conditions.

“Tombola” shall mean the Euro 2016 Game hold by Gemalto M2M on their blog website, with the chance to win a smart ball from Adidas.

“User” shall mean any natural person who participates in the Tombola in accordance with these T&Cs and therefore submits an Entry and his E-Mail to Gemalto M2M.

“Website” shall mean the website with the URL <http://blog.gemalto.com/> on which the Tombola is available.

“Winner” shall mean the User drawn amongst all users who submitted the right answer for the winner of the Euro 2016.

2. Participation

(1) The participation in the Tombola is only permissible for natural persons who have completed at time of participation the age of 16 years. Employees of Gemalto M2M GmbH, employees of Gemalto M2M affiliates, their families, agencies, or anyone else professionally connected with this Draw must not participate.

(2) This Tombola starts on June 10th 2016 and closes at 9pm CET on June 30th 2016. Any Entry received after the closing date will not be valid. Gemalto M2M reserves the right to change these dates.

(3) The participants can only predict the winner of the EURO 2016 once, to participate to the Draw. In case a participant would submit different predictions, only the first one will be taken into account.

(4) The participation in the Tombola is free of charge.

(5) Gemalto M2M reserves the right to disqualify and exclude any User from the Draw in case of manipulation of the participation process, the system and / or the Draw or violation of the T&Cs or morality and / or any unfair attempt to influence the Draw.

(6) Gemalto M2M excludes any liability for the availability of the Gemalto Website and/or the availability of blog post.

3. Drawing of the Winners, notification and delivery of the Prize

(1) Each User who submitted the right EURO 2016 winner prediction with a valid E-mail will participate in the Draw.

- (2) Only one User will be drawn as the Winner of the Adidas smart ball.
- (3) The Draw will be done by Gemalto M2M on June 30th after the end of the Tombola.
- (4) The Winner will be notified within 48 (forty eight) hours of being drawn, using the E-mail provided on the Entry which was drawn. Gemalto M2M will notify the Winner that he/she has won and request a confirmation that he/she is 16 years or older. Once this has been confirmed the Winner will be asked to provide the address to which the Prize should be sent.
- (5) Gemalto M2M will make reasonable efforts to contact the Winner. However, if the Winner has not responded to the notification within 2 (two) weeks or is otherwise in breach of the T&Cs, or is unable to take up the Prize for any other reason the Prize shall be forfeited and, the Gemalto M2M reserves the right to select an alternative Winner using the same process referred to above in these T&Cs.
- (6) The Prize will be send to the Winner by postal mail within 4 (four) weeks after Gemalto M2M received the address, subject to logistical feasibility. Gemalto M2M accepts no responsibility for failed delivery due to incorrect contact details. Any prize that is returned undelivered will be assumed unwanted and Gemalto M2M reserves the right to select an alternative Winner to receive the prize using the same process referred to above in these terms and conditions.
- (7) A cash payment of the Prize is excluded.
- (8) Legal recourse is not permitted.

4. General

- (1) Incomplete, illegible, corrupted Entries, or those which are otherwise not in accordance with these T&Cs will not be valid. Gemalto M2M accepts no responsibility for failure to receive an entry where such failure is due to circumstances outside the Gemalto M2M's control. The rules for the Tombola are governed by the laws of Germany.
- (2) Gemalto M2M will use personal information submitted by Users and/or the Winner only for the purposes of administering this Tombola.
- (3) If there is any reason to believe that there has been a breach of these T&Cs, Gemalto M2M may at its sole discretion refuse to accept an Entry.
- (4) To the extent permitted by law, the Gemalto M2M accepts no liability for any damage, loss or injury suffered due to entering this promotion or taking up a prize.
- (5) These terms and conditions (and any non-contractual disputes/claims which arise out of or in connection with them) will be governed by German law and entrants submit to the exclusive jurisdiction of the German courts.

5. Privacy

With the exception of the use of the personal information submitted by Users and/or the Winner as stated in section 4 (2) above the privacy policy of gemalto.com/m2m (<http://www.gemalto.com/companyinfo/privacy-policy>) is applicable to this Website.