



## **Promotional terms and conditions Agrolux/Gavita win promotion at HortiContact 2024**

### **General:**

1.1 These promotional terms and conditions (hereinafter: "the Promotional Terms and Conditions") apply to the promotional promotion organized by Gavita International B.V. (hereinafter: "Gavita"): 'Sprint Battle to win VIP tickets Amstel Gold Race' (hereinafter: "the Promotion").

1.2 By participating in the Promotion, the participant accepts these Promotion Terms and Conditions.

1.3 These Promotional Terms and Conditions can be viewed, downloaded and printed via the website.

1.4 Gavita is entitled at its own discretion and without prior notice to change or adjust these Promotional Terms and Conditions during the term of the Promotion, or to discontinue, change or adjust the Promotion without stating reasons if the circumstances require this. , without Gavita being obliged in any way to pay compensation to the participants. The aforementioned change or adjustment of the Promotion Terms and Conditions, cessation, change or adjustment of the Promotion, will be announced by Gavita via the website.

### **Participation:**

2.1 The Promotion runs from Tuesday March 5th 2024, 10:00 AM – Thursday March 7th 2024, 17:59 PM.

2.2. Participation in the Promotion is free.

2.3 To participate in the Promotion, the participant must:

- A. Visit the Agrolux stand F110 at the Horticontact and join the Sprint Bike Promotion by providing their contact details (name, mobile number and email).
- B. Participants play the Promotion with 2 participants at the same time. The time it takes for each participant to complete their own LED strip (yellow or green) is recorded on the leaderboard.

2.4 A person can participate a maximum of one (1) time per day during the Promotion period during. This is during opening times of the Horticontact Fair 2024 as stated under 2.1.



2.5 Participation in the Promotion is open to anyone who visits the Horticonact Trade show on the day the Promotion starts.

2.6 Employees of Gavita and third parties engaged by Gavita are excluded from participation.

2.7 Gavita has the right to exclude a participant from the Promotion if the participant has provided incorrect, incomplete and/or misleading information and/or commits or attempts to commit fraud in any other way and/or does not act in accordance with these Promotion Terms and Conditions. Due to exclusion, the entrant cannot qualify for any prize in any way.

**Data collection/ portrait rights:**

3.1 By participating, the participant gives Gavita permission to collect and process necessary (personal) data in the context of the Promotion and to use his/her email address to send commercial emails from Gavita, as well as to inform the prize winner. Personal data is processed in accordance with the Personal Data Protection Act and will be deleted from the server one (1) month after the ending of the Promotion. This Privacy applies to all personal information collected and used by Gavita International B.V. Gavita International B.V. respects your privacy and complies with the provisions of the EU-privacy legislation and if applicable, local privacy legislation.

3.2 Gavita handles your personal data with the greatest care. We have taken various technical and organizational measures to protect your personal data against loss or misuse. In this way, we secure our systems according to the applicable security controls from information security standards. Gavita collects anonymous data using Google analytics cookies, where IP-addresses and other identifiers are anonymized, and data is not shared with Google, other Google services or other parties. Gavita has a processor agreement with Google. You can find more information about opting out of the anonymous data collection on the [Google Analytics website](#).

3.3 We may provide your data to our group companies for the same purposes as referred to above. Our group companies will also process your data in accordance with the Gavita International B.V. Privacy statement.

3.4 The participant can unsubscribe from the newsletter at any time via the link contained at the bottom of the newsletter.



### **Prizes:**

4.1 Prize winners will be determined at the end of the promotion. The following prizes will be available for the duration of the entire promotion period:

- Winner #1) Amstel Gold Race VIP package "From start to finish". (2 cards)
- Runner up #2) Amstel Gold Race VIP package: "Experience and enjoy". (2 cards)
- Bronze #3) Amstel Gold Race VIP package: "A good start". (2 cards)

Agrolux will contact all prize winners via e-mail by the latest on Friday March 11th, 2024.

4.2 The prizes are not exchangeable for cash or transferable. A prize is indivisible and can only be accepted as awarded by Gavita. No rights can be granted to the images used in the Promotion.

4.3 Gavita is responsible, insofar as necessary, for payment of the gambling tax. The total value of the prizes does not exceed € 4,500.

4.4 The prizes will only be distributed to the prize winner after the collection of the winners details for shipment and personal information.

4.5 By participating, the prize winner declares that he/she is prepared to participate in promotional activities at the request of Gavita, including cooperation in the awarding of the prize for social media purposes. The prize winner cannot assert any rights to the prize if he/she refuses to provide the aforementioned cooperation.

4.6 Prizes that are not paid out for whatever reason remain the property of Gavita. If the prize is refused, it will also accrue to Gavita.

### **Liability:**

5.1 Gavita takes the greatest possible care in organizing the Promotion. Gavita is not liable for damage of any kind arising from or related to (participation in) the Promotion.

5.2 Gavita is not responsible or liable for (the consequences of) defects in the prizes to be provided by Gavita and/or by third parties.



5.3 Printing, spelling, typesetting or other comparable errors cannot be invoked against Gavita and can in no way create an obligation for Gavita.

5.4 Gavita is not liable for any damage, of whatever nature, suffered by the participant in connection with the use of the website, the links thereon to websites of third parties and/or other technical facilities.

5.5 Gavita is not liable for any consequences of the fact that the website, for whatever reason, is not available (undisturbed) at any time. The website may be temporarily or permanently withdrawn from use without prior notice.

5.6 Gavita is not responsible or liable for costs incurred by the participant in connection with participation in the Promotion.

5.7 The above exclusions of liabilities of Gavita also apply to auxiliary persons engaged by Gavita and third parties engaged by it.

#### **Complaints:**

6.1 Any complaints, questions or comments about the Promotion can be made known to Gavita in writing in a sufficiently stamped envelope to:

Gavita International B.V.

Naritaweg 8

1437 EL Rozenburg

The Netherlands,

stating the name of the Promotion or via our website. In response to a complaint, Gavita will contact you within 15 working days.

#### **Other:**

7.1 Gavita acts in accordance with the Code of Conduct for Promotional Games of Chance 2014.

7.2 If one or more provisions of these Promotional Terms and Conditions are void or destroyed, Gavita is entitled to replace one or more of these provisions by new provisions that approximate the nature and purport of the void or voided provisions as closely as possible, and the other articles remain unaffected standing.

7.3 This Promotion is exclusively governed by Dutch law. All disputes arising in connection with this Promotion and/or the Promotional Terms and Conditions,



including disputes about the existence and validity thereof, will be settled exclusively by the competent court in Alkmaar.

**How to Contact Us:**

8.1 If you have questions concerning this policy, you may contact us via [info@agrolux.com](mailto:info@agrolux.com)

8.2 At all times you can request access to and/or rectification and/or deletion of your provided data if such data are incorrect or irrelevant for the mentioned purposes. For these purposes, please send us your request for access, rectification or deletion of your personal data via [info@agrolux.com](mailto:info@agrolux.com) or by writing a request in a sufficiently stamped envelope to:

Gavita International B.V.  
Naritaweg 8  
1437EL Rozenburg  
The Netherlands