

"#OLDBUTGOLD"
FULL TERMS AND CONDITIONS

La Sportiva S.p.A. (hereinafter the Promoter), with registered office in via Ischia 2, 38030 Ziano di Fiemme (TN), Italy, is organizing this Promotion, called "**OldButGold**".

This Promotion is only open to consumers aged 18 years old or over. Employees of the Promoter, and their immediate families, their agents or anyone professionally connected to this Promotion shall not be entitled to enter.

This Promotion is void where local laws or regulations prohibit such participation. It is the responsibility of the Entrant to ensure that they are entitled to participate. The Promoter shall not be taken to make any representations, express or implied, as to the lawfulness of any individual's participation.

Participation is free of charge, but internet access is required.

The Promotion will be communicated to the participants on the Promoter's website: www.lasportiva.com and the Promoter's social network pages. These terms and conditions are available at the Promoter's website on www.lasportiva.com.

Any person entering into or participating in this Promotion is deemed to have accepted and to be bound by these terms and conditions.

1. ENTRY PERIOD

This Promotion is open from 00.01 CET on 6th April 2018 until 23.59 CET on 6th June 2018.
Winners' selection by 20th June 2018.

2. ENTRY AND PARTICIPATION

During the Entry Period consumers have to take a picture a La Sportiva vintage product, upload it to their Instagram account and include #oldbutgold and #lasportiva in their caption. Photos can also include the participant and other recognizable people, if they have granted their consent to the participant to the use of their image for the promotion purposes. For further details about the photos, please read clause 8.

These photos will be entered into the final draw.

Please note that photos must be posted from a public account during the Promotion Period. Those posted from private accounts and/or posted outside of the entry period will not be considered eligible.

3. WINNERS' SELECTION

All consumers who upload a photo to their Instagram account and include #oldbutgold and #lasportiva in their caption during promotion period will be submitted into the final draw that will take place in Italy at the offices of Promosfera srl, by an independent entity, no later than 20th June 2018.

2 winners and 4 reserves will be selected.

Each winner will win a La Sportiva t-shirt, a pair of La Sportiva shoes, a pack of stickers and a book. For further details, please see clause 4.

The Promoter reserves the right, at any time, to verify the validity of entries and participants, including the participant's identity, age and place of residence, and to disqualify any participant who breaches these terms and conditions or tampers with the registration process or the Promotion.

4. PRIZES

The following prizes are available to be awarded:

- Two (2) La Sportiva t-shirts with La Sportiva 90th anniversary design, in the winners' size;
- Two (2) pairs of La Sportiva shoes of the winners' choice between the climbing shoes "Katana" and the mountain shoes "Trango Tower", in the winners' size;
- Two (2) packs of stickers;
- Two (2) anniversary books about the La Sportiva history.

All elements of the prize must be taken as part of the same prize and all of them must be accepted jointly.

5. WINNERS' NOTIFICATION

Winners will be contacted by a comment on the Instagram photo within 10 working days of Winners' Selection and will be required to respond within 15 calendar days with all contact details and the shipping address. If the entrant is unable to take the Prize or fails to respond with the specified timeframe, the entrant will be disqualified and the Prize will be offered to a reserve. This process will be followed until no more reserves are available. The Promoter accepts no responsibility in the event that the winner cannot be contacted for any reason.

6. PRIZE DELIVERY

The Promoter does not bear liability for any loss caused by incorrect or inaccurate contact and shipping details.

The prize will be delivered by post or courier within 30 days of winner's confirmation of eligibility.

The Promoter is entitled to choose the delivery method of all prizes at its sole discretion. The Promoter is not responsible for any taxes, customs charges or other costs required for or related to receiving a prize. The Promoter will further not compensate any prize that cannot be redeemed or received by a winner due to customs or other local regulations or that is damaged, delayed or lost by postal, courier or other mail service.

Each winner is required to independently declare and pay any applicable taxes and charges that the Prize gives rise to in the winner's jurisdiction.

No prize may be claimed in cash or changed to another prize or arrangement. However, in the event of unforeseen circumstances or circumstances outside of the Promoter's reasonable control, the Promoter reserves the right to amend, withdraw or substitute a Prize for an alternative prize or arrangement.

7. PRIVACY

Your personal data will be processed - with electronic means - by La Sportiva spa, - data controller - located in via Ischia 2, 38030 Ziano di Fiemme (TN), Italy, to carry out the operations connected to this promotion, in compliance with Italian Legislative Decree 196/2003 and General Data Protection Regulation 2016/679.

Data processor for the operations connected to the promotion is: Promosfera srl - Via G. Giusti 65/a, 21019 Somma Lombardo (VA), Italy. Data processing will be carried out by the persons in charge of the promotion's organization, web services and marketing, security measures and IT services.

Personal data will be stored for the period of time necessary for the purposes of carrying out the promotion and in accordance with the provisions of law and they will be destroyed.

You can ask to access to your data, modify, cancel your data or object to their processing on legitimate grounds by writing to La Sportiva at the following e-mail address marketing_it@lasportiva.com. You can also ask for the complete and updated list of data processors.

8. REQUIREMENTS TO MATERIALS

- a. Any materials submitted to the Promotion must not contain profane language, racial or religious discrimination, violence, sexual acts, attacks on people or organizations or other indecent or inappropriate content. All submitted materials will be reviewed before asking for publication on the promotion website.
- b. The Promoter reserves the right to moderate, reject or disqualify any submission or material, before or after publication, which, in its sole discretion, it determines to be indecent, offensive or inappropriate or which is otherwise inconsistent with the letter and spirit of the Promotion or which is potentially damaging to either the Promoter, the promotion, or any third party's image or reputation.
- c. All submitted and/or uploaded materials must be original works created by the participant. By participating in the Promotion each participant confirms that:
 - Materials submitted by the participant do not infringe another person's or entity's copyright, trademark, moral right, right of privacy, or other intellectual property right;
 - No other person or entity has any right, title or interest in the material;
 - The participant has in no way assigned, licensed, disposed of or otherwise encumbered any of their rights that allow them to submit the materials;
 - The material does not contain unlawful or illegal content or content contrary to the laws or regulations of the country where the promotion is conducted and/or the jurisdiction where the material was created and/or submitted to the promotion.
- d. Materials may only be submitted electronically. Other materials are not taken into consideration. Submitted materials will not be returned.
- e. In addition, materials must not:
 - Include recognizable people if they have not given their consent to the participant to use their image for the promotion purposes;

- Include visible trademarks, service marks, company names or other intellectual property rights other than La Sportiva;
 - Infringe upon someone's privacy or integrity or depict someone in an unpleasant or embarrassing situation.
- f. A participant shall be liable for any costs, expenses and losses incurred by the Promoter due to the participant's breach of the requirements related to the materials should the Promoter become the subject of an allegation, claim, legal action or proceeding due to such breach of these terms and conditions.
- g. By entering the Promotion, entrants give their permission for their entries to be used by the Promoter without further compensation, over and above the award of the prize, for up to one year for promotion purposes from the date of entry. Copyright will remain with the entrant. However, by entering this Promotion, the entrant agrees to the Promoter publishing these entries on their website and possible further use on their website, Facebook, Twitter, Instagram or other social media platforms. They also agree to other possible promotional use in media of the Promoter's choosing without any further payment, over and above the award of the prize, for up to one year from the date of entry but with appropriate credit give to the original entrant.
- h. By entering the Promotion, each participant gives his/her consent to the Promoter to use the Participant's instagram account name and any submitted pictures in the landing page of the promotion during the promotion period without the obligation to pay a remuneration to the participant.
- i. Any submitted pictures, as well as the names of the winners, may be used, at the Promoter's discretion, for promoting the promotion or any products or services manufactured, supplied or offered by the Promoter and connected to the theme of this promotion.

9. GENERAL

- a. Information on how to enter forms part of these terms and conditions. By participating, you agree to be bound by these terms and conditions.
- b. All entries must be made by the entrant themselves. Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries, entries by macros or other automated means (including systems which can be programmed to enter), and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified and will not be counted. If it becomes apparent that an entrant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to increase that entrant's entries into the Promotion in a way that is not consistent with the spirit of the Promotion, that entrant's entries will be disqualified and any Prize awarded will be void.
- c. Entry into this Promotion constitutes consent by the winner for the Promoter to use their name and county/country for publicity purposes. Winners agree to take part in reasonable publicity required by the Promoter.
- d. The Promoter cannot accept any responsibility for any damage, loss, injury (including indirect or consequential loss) suffered by any entrant entering the Promotion or as a result of accepting any Prize. However, nothing shall exclude the Promoter's liability for death or personal injury as a result of its negligence.
- e. The Promoter is not responsible for any technical problems or human error that may result in a registration, submission or entries not being received or being lost or damaged or for any destruction or alteration thereof, or unauthorized access to the website.
- f. The Promoter's decisions regarding any aspect of this promotion is final and no correspondence will be entered into.
- g. The Promoter reserves the right to withdraw, vary, cancel or suspend any element of the Prize if, due to circumstances outside of its control, that element is no longer available. The Promoter will not be responsible for, or liable to any winner, if all or part of the Prize is not available or must be varied or cancelled for any reason. In the event of unforeseen circumstances, the Promoter reserves the right to substitute the Prize or an element of the Prize for an alternative of equal or greater value.
- h. The Promoter is not responsible for any third-party acts.
- i. This promotion is subject to all applicable laws and regulations.
- j. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions the Promoter will not be liable for any failure to perform or delay in performing its obligation.
- k. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter including because of war,

terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend or terminate this Promotion, as appropriate.

- i. The Promoter reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these conditions of entry, or if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- m. This promotion is in no way sponsored, endorsed, or administered by Instagram.
- n. The winner's list containing the winner's full name and their county/country of residence will be made available between 23rd June 2018 and 23rd July 2018 on www.lasportiva.com in the dedicated page and in the social network pages.

This promotion shall be governed by English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.