

## **Terms and conditions for KPN - Sinterklaas**

### **A. General**

1. These terms and conditions govern the Sinterklaas social media promotion ('the Promotion') of KPN B.V., with registered office and principal business address at Wilhelminakade 123, 3072 AP, Rotterdam ('the Organizer').
2. This aim of this Promotion is to give away prizes by means of a 'small promotional game of chance' to participants to increase awareness of KPN.

### **B. Participation**

3. Participants may participate during the Promotion, which runs from November 12, 2019 to December 5, 2019.
4. The Promotion is open to anyone aged 18 years and older with a fixed address in the Netherlands, with the exception of the persons listed under point 5, below.
5. The Promotion is not open to employees of the Organizer or to any else who is in any way directly or indirectly involved in the organization or execution of the Promotion.
6. Only one prize may be awarded to any one participant.
7. To be eligible for a prize, a participant must have filled in their contact details correctly and in full.
8. There is no cost involved in participating in the Promotion, except for any cost of communicating through use of the internet (depending on the participant's internet provider).

### **C. How to participate**

9. Participation is possible during the Promotion via KPN's social media channels. The participant automatically participates in the Promotion by placing a photo of a shoe on Instagram, and by tagging @deschoorsteen.
10. Participation in this Promotion is conditional upon the participant's profile being open to the public, since the photo will otherwise not arrive in the correct account and won't be visible.
11. During the Promotion winners will be chosen entirely at random by means of a draw.

### **D. Prizes and distribution thereof**

- 5x 4 tickets to the Rijksmuseum with a value of € 80
  - 1x iPhone 11 64GB - Black with a value of € 809
12. During the promotion, winners will be notified of the prize they have won via Instagram.
  13. No rights may be derived from the publication of the results of this Promotion.
  14. A participant who refuses a prize is not entitled to another prize of the same value or payment in cash. Any prize rejected by a participant reverts to the Organizer.
  15. Where relevant and necessary, the Organizer accepts responsibility for any gaming tax liability.

### **E. Privacy**

16. The personal data supplied by the participant for the purposes of the Promotion will be used by the Organizer only for the purposes of implementing the Promotion.
17. Various forms of advertising activities may also be combined with this Promotion. If a participant does not wish to participate in these, he/she should inform the Organizer directly. By accepting a prize, the winner agrees to the publication of a winners' post in which the winner is revealed. However, the only information published about the winner is his/her Instagram name.

#### **F. Complaints**

18. Any complaint about prizes and their award should be made in writing to the Organizer within 30 days of notification of the winner, failing which the complaint will be inadmissible and the rights of the participant will be lost.
19. A participant who has made a complaint will receive confirmation of receipt of the complaint within 1 week, and a written response within 6 weeks of making the complaint.

#### **G. Liability**

20. Neither the Organizer nor any third party it engages is liable for any loss suffered by the participant with regard to the Promotion.
21. The Organizer will supply the prizes in their condition as at the time they are awarded. The Organizer gives no guarantees regarding, and is not liable for any latent or patent defects to, the prizes it awards, and/or any other loss to the prizes (including loss of the prize and damage caused by postage and/or other method of transport).
22. In the event that any fraud or other unlawful conduct on the part of the participant is identified by the Organizer in the context of this Promotion, the participant will be immediately excluded from further participation and no prize will be awarded to them, or a prize already given will be claimed back, and compensation claimed for any loss.

#### **H. Final provisions**

23. During a promotional game of chance, the Organizer may not change the terms and conditions for participation to the detriment of the participant. Any changes will be published on <https://www.kpn.com/televisie/netflix.htm>.
24. By participating in the Promotion, the participant thereby agrees to be bound by these terms and conditions.
25. This Promotion complies with the Dutch Code of Conduct for Promotional Games of Chance 2014 (Gedragscode Promotieele Kansspelen 2014).