

“Travel is an amazing sport”

Terms & Conditions

Welcome to the **“Travel is an amazing sport”** (the “Activity”), which is conducted and managed by Ferrero Trading Lux S.A., with registered office in Luxembourg, 16 Route de Trèves, 2633 Niederanven, (“Ferrero”) in cooperation with TLC Italia S.r.l. (“TLC”). By participating to this Activity, with each minimum purchase of €20 (or equivalent in local currency) of **any Ferrero products** available at the Duty-Frees as defined herein below, you will win 20 Credits to be used on the TLC Travel Platform when successfully completing the Activity at the point of sale corner of Ferrero (“Ferrero POS”) at the Duty Free stores of Paris (Paris Duty-Free) .

Comment [VP1]: Tbc by TM

I. Purpose

These Terms & Conditions are intended to formalize the rules by which the Activity will be conducted and the rules and conditions of participating therein.

By participating in the Activity, each Participant accepts as binding these Terms & Conditions, including all the conditions contained therein.

Participation in the Activity is exclusive responsibility of the Participant. Ferrero and/or anyone acting on its behalf, bears no responsibility for any damage which is caused and/or shall be caused to a Participant as a result of and/or in connection with his participation in the Activity.

The following terms shall have the meaning ascribed to them:

“Activity Period”	As defined in Section II. 1. (a)-(d)
“Participant”	Any individual meeting the criteria set in Section II. 2., and participating in the Activity, all in accordance with these Terms & Conditions
“Proof of Purchase”	Receipt(s) each corresponding to a minimum spending of €20 (or equivalent in local currency) on the products mentioned in Section II, 2c. to be uploaded on the “Ferrero branded Website” developed by TLC (as defined herein below) within 14 days from the purchase
“Credit(s)”	a unity equivalent to €1 (or equivalent local currency) to be used on the TLC Travel Platform as defined herein below.

“Prize(s)” 20 Credits for each Proof of Purchase, to be spent on the TLC Travel Platform (as defined herein below) in hotel accommodations as specified in Section II, 3. under Prize Description.

“TLC Travel Platform” Travel Platform designed by TLC. Entering the promotional code received with the Credits, into the dedicated field the Participant will be able to book the hotel stay. The platform is set in English Language.

“Ferrero branded Website” <https://www.ferrerotravelchampions.com/> developed by TLC and branded Ferrero, used for the Participant registration and the uploading of Proof of Purchase and confirmation email. The platform is set in English Language.

II. Terms of Activity

1. Activity Period

- a. The Activity follows different schedules in the different Duty-frees, each of them being the “Activity Period”. Once the Participant will have received the Prize(s), he/she will be able to use the Prize until 31/12/24.
- b. In Paris Duty-Free, the Activity opens on 24th of June 2024 at 9:00 and closes 26th August 2024 at 23:59 a.m. European Time (exact dates and local TIME).
- c. The Activity will be advertised during the Activity Period in the Duty-Frees.

2. Terms of Participation & Activity Mechanics

To Participate, Participants must:

- a. Agree with the Terms & Conditions
- b. Be 18 years old at least at the time of participation.
- c. Purchase a minimum amount of €20 (or equivalent in local currency) of any Ferrero product in the Duty-Frees and provide adequate Proof of Purchase.
- d. Within 14 days from the purchase, Participants must register and create an account (by entering the requested personal information as detailed in the Privacy Policy) on the Ferrero branded Website and upload the Proof of Purchase. These will be verified by TLC, who will proceed sending a code and a pin to the Participant in order to access TLC Travel Platform and redeem the Prize.
- e. Once the Participant, receives the code and pin by TLC, they must create a profile on TLC Travel Platform (the “TLC Profile”)
- f. Using their TLC Profile, the Participant will be able to use the Prize in several hotel accommodations available on the TLC Travel Platform, until the last day as specified in Section II, 1 a. The number of Credits that are applicable to one single booking may

differ from facility to facility, as granted by each individual accommodation and according to the criteria decided by the customer such as, but not limited to: type of accommodation, dates of booking, and number of guests. The number of Credits that can be used in each individual accommodation are automatically displayed and applicable to the booking.

Are excluded from participating:

- a. Employees of Ferrero and their close family,
- b. Ferrero's distributors,
- c. Anyone involved professionally with the Activity.

Provided any of the criteria above is not respected, there will not be any possibility for the Participant to receive the Prize.

3. Prize Description

The Participant will receive one Prize for every different Proof of Purchase uploaded on Ferrero branded Website. The Participant will have the choice to:

- either spend the full Prize in one single booking, by choosing one among the accommodations which allow the use of 20 Credits or above;
- or spend the full Prize in different bookings, by choosing one among any other accommodations, which allow the use of less than 20 Credits.

The number of Credits that can be used in each individual accommodation are automatically displayed and applicable to the booking.

4. Responsibility

The Participants shall guarantee they have the legal rights and legal capacity to accept these Terms & Conditions within their own jurisdiction and that their participation in accordance with the methods and terms indicated in these Terms & Conditions does not constitute a violation of any law, regulation, or other provision in their jurisdiction.

To the fullest extent allowed by law, Ferrero accepts no responsibility for loss or injury as a result of the participation to the Activity.

Additionally, the Participants cannot claim any form of compensation from Ferrero in the case any issues arise in respect of the following:

- a. Technical issues with the upload;
- b. Internet rate issues;

- c. Data transmission delays;
- d. Participant's device failure;
- e. Loss of travelling documents following the participation to the Activity;
- f. Loss of flight or flight connections following the participation to the Activity.

To participate the Participant confirms that they are aged 18 or older.

Ferrero will sanction and/or will not hesitate in taking legal action if:

- a. any of the rules set out in this Terms and Conditions are found to be broken;
- b. any misrepresentation or falsification of identity, no matter the method used, as well as;
- c. any fraud of any nature whatsoever, and more generally;
- d. any attempt to hijack the Activity rules and disrupt the smooth running of the Activity, regardless of the method used.

Ferrero may also, at any time and without prior notice, decide to amend or cancel all or a part of the Activity, but this will not impact the Prize already redeemed and the possibility to spend each Credit on TLC Travel Platform.

5. Data Protection

Personal data collected within the scope of the Activity will be processed in compliance with the provisions of EU Regulation No. 679/2016, bearing the so-called "*General Data Protection Regulation*" ("**GDPR**"), and any other provision and/or legislation, national and/or European, applicable to the protection of personal data. The data controller is Ferrero Trading Lux S.A., with registered office in Luxembourg, Route de Trèves 16, 2633 Senningerberg, which can be contacted at the e-mail address privacy@ferrero.com. For more information regarding the processing of personal data for the participation in the Activity, please refer to the dedicated Privacy Policy.

6. Contact Us

For queries, Participants can directly contact the Consumer Service at the following email address: ferrerotravelchampions@tlcrewards.com.

7. Regulation and Applicable Law

Participating in the Activity involves the complete acceptance, without any reservation, of these Terms & Conditions, as well as the rules of the Internet and any applicable law.

Any dispute between the Parties that cannot be settled by mutual agreement and that relates to the interpretation, carrying out of obligations, breach, or enforcement of these Terms and Conditions or in any way arises out of or is connected with the Activity shall be subject to the jurisdiction of the Luxembourgish Courts.