

Terms and Conditions

KitchenAid “Join KitchenAid 100 years celebration” Contest

Article 1 – In general

- These Terms and conditions describe the official rules related to the KitchenAid “Join KitchenAid 100 years celebration” contest, (hereinafter: “the Contest”). These Terms and Conditions are available through the following link: <https://www.kitchenaid.co.uk/landings/contest>
- The Contest is organized by KitchenAid Europa Inc., with registered offices at Centerville road, Suite 400 2711, 19808 Wilmington, Delaware (USA), American corporation with local offices at Nijverheidslaan 3, 1853 Grimbergen, Belgium, KBO 0441.626.053 (hereinafter: the Organizer or KitchenAid).
- The participation to the Contest is free of charge and does not include any obligation to buy any goods or services.
- By participating, Participants will be deemed to have agreed to be bound by these Terms and Conditions and to their interpretation under the relevant applicable law.
- The Contest takes place online, on social media platforms Facebook and Instagram, and runs from March 7th until April 7th 2019 (hereinafter: the Duration).

Article 2 – Participants and conditions for participation

2.1. Any natural person that is of age of majority (legal age) under the local laws where the Contest is being held, having his/her residence in the United Kingdom and who has a profile on the relevant social media platform where participation is made possible (hereinafter: “the Participant”). The Organizer reserves the right to verify the citizenship of the Participant and its age at any time.

The following people are excluded from participation in the Contest:

- Minors;
- Employees of the Organizer and any of the Organizer’s affiliated companies, including Distributors and franchisees;
- Employees and other members of staff of third party companies, (in)directly involved in the creation, development, organization, administration and/or promotion of the Contest such as Emakina;
- Family members up until the second degree of the abovementioned persons, as well as persons sharing the official domicile of the same.

2.2. Every Participant can participate only once in the Contest.

2.3. Every Participant can only win one prize.

Article 3 – The Contest

3.1. KitchenAid celebrates its 100th anniversary and invites all Participants to share their ways of celebrating special events. In order to participate, Participants are invited to share a picture of a special celebration dish on our Facebook and Instagram page. Participants post their content at least for the whole Duration of the Contest, as determined above. Participants should use the appropriate hashtags with their submissions: #MakingHistory100

3.2. All Participants expressly guarantee that they are the sole author of all content submitted in relation to their participation to this Contest, or they have acquired all necessary rights and titles on the content in order to be able to participate to this Contest. All Participants grant a non-exclusive, worldwide and lifelong license to the Organizer for publishing the submitted content on the respective pages of the Organizer on Facebook and Instagram. All Participants hold the Organizer harmless from and against any third party claim with regard to the submitted content, including photos, videos and/or story.

3.3. Our KitchenAid Jury will evaluate all submissions, will choose the winning submission based on originality and within the spirit of the campaign and will determine the corresponding winners (hereinafter: the Winner(s)).

3.4. The choice of the Winner is final and binding and the Organizer will not enter into discussion or communications about its choice.

3.5. The Organizer may in its sole discretion refuse to provide a prize, or seek its recovery, in the event of non-entitlement under the Terms and Conditions or in the event of the Winner's breach of the Terms and Conditions, fraud, dishonesty, or other inappropriate or improper conduct by the Winner or the improper use of technology by the Winner when entering the Contest.

3.6. Winners will be contacted on April 9th 2019 by personal message on the respective social media platform. The Winners should respond within 48 hours. In the event that the Winner is not able to receive, take up and/or utilize the prize as detailed for reasons not attributed to the Organizer, the Organizer reserves the right to select an alternative winner. The Organizer shall not arrange for another prize or compensation in kind.

3.7. All Participants explicitly allow for the Organizer to share, like, repost or otherwise reproduce and republish the picture submitted by the Participants when participating at the Contest. All Participants guarantee that their pictures are their exclusive creation and free of any third party's rights. To the extent necessary all Participants grant a worldwide, lifelong license to reproduce and publish the picture on all known media and supports.

Article 4 – Prizes

4.1. The Contest is organized in the United Kingdom for their respective citizens, complying with the demands set forth in article 2. For each individual country, the following Prizes are reserved: 2 x participations at the KitchenAid 100 years event in London on May 7th 2019, including a one night stay at a hotel and a domestic transportation (transportation budget of maximum 700 euro in total, for two

people). All other costs and expenses (such as meals, drinks, room service, calls or other expenses at the hotel and any other expenses) are at the expense of the Winner.

4.2. The Winners will be contacted in person by the Organizer in order to make the necessary arrangements and reservations. Winners who make their own hotel and transportation arrangements, may do so on their own expense and will not be compensated.

4.3. Prizes awarded are dedicated and personal in nature. They are non-transferable and shall in no circumstances be substituted or replaced by alternatives or by any cash equivalents.

4.4. The Organizer shall under no circumstances be liable or pay compensation for the impossibility for a winner to claim his or her prize due to legal restrictions.

4.5. The result is final. The Organizer will not be liable for any costs in the event that the Winner or his/her companion cancels, or intends to modify, any aspect of the prize. The Organizer reserves the right to change the prize due to circumstances beyond its control.

Article 5 – Disqualification from or alteration/annulation of the contest

5.1. Participation is conditional on acceptance of and compliance with the Terms and Conditions and the Contest rules they contain. The Organizer reserves the right to disqualify participants from the Contest for any of the following reasons:

- any circumstances occurring beyond its control,
- deliberate tampering with the Contest mechanism,
- violation of any of the Terms and Conditions, including violations of the participation prerequisites,
- data hacking of any type,
- in the situations foreseen in the Terms and Conditions,
- providing incorrect or inaccurate personal data upon registration,
- any other reason which the Organizer deems is not in line with the spirit of the Contest.

A mere suspicion of non-fair-play will be a sufficient reason for disqualification.

In the event of a disqualification after the prize has been awarded, the Organizer reserves the right to demand for the return of the prize or payment of its value from the ineligible or disqualified winner.

5.2. The Organizer reserves the right to modify the Contest or the Terms and Conditions, and/or to suspend or cancel the Contest or the Prize(s) reward. This includes in particular in the event of any unforeseen circumstances or any event of *force majeure* such as e.g. internet downtime, power cuts, server failure, virus attacks, hacking, internet piracy, cancellation, acts of participants, changing legal framework or unexpected legal prohibitions and/or restrictions in one or more participating countries or any other event beyond the reasonable control of the Organizer that render the organization of the

Contest, the application of the Terms and Conditions and/or the rewarding of the prize temporarily or definitely impossible.

In case the Contest is suspended or cancelled by the Organizer, the suspension or cancellation shall be notified to the Participants by e-mail where possible.

In the event that the suspension or cancellation of the Contest or the Prize reward is due to acts of Participants, such Participants will be held liable for any damages, direct or indirect and including participants' or third party claims, incurred by the Organizer due to the suspension or cancellation.

Upon suspension or cancellation the Organizer cannot be held liable for any expenses incurred or damages suffered, whether direct, indirect, consequential or inconsequential, and the Organizer shall not be obliged to organize any alternative Contest or offer any alternative Prize.

Article 6 – Liability

6.1. The Organizer is not liable for any direct or indirect damages that may occur during the organization of or the participation in the Contest or the Prize, irrespective of the cause or the consequences of such damages, including damages caused by:

- the infringement of third party intellectual property, privacy, personality or other proprietary rights by the Participant;
- problems with the internet connection, any other problem in the telecommunication network, to the hardware, software, with ISP's, caused by viruses, technical problems of any kind, hacking, court orders or mandatory legislation;
- non-receipt of the subscription form by the Organizer in case of force majeure, malicious intervention of a third party, connection problems, or any problems occurring and which are outside the scope of influence of KitchenAid;
- changes made to the Terms and Conditions or annulation of the Contest;
- the Winner's commuting to the event as described in art. 4.1, staying at the hotel or participating at the event.

6.2 Except in cases of serious or intentional misconduct, the Organizer, nor its personnel, nor any third party it relies on for the organization or publicity of the Contest, can be held liable for any damages of whatever type (including any personal injury or any loss or damage whether direct, indirect, inconsequential or consequential) that would have occurred as a consequence of organization of or participation in the Contest, the indication of the Winner(s) or the assigning or the use of the prizes.

6.3 The Organizer as a rule does not accept liability in case the winner fails to take and/or accept delivery for whatever reason or where he/she fails to notify the Organizer in proper time, which shall be decided solely by the Organizer, of any change of delivery address. The Organizer also does not accept liability for prizes which fail to arrive due to other circumstances beyond its control.

6.4. In the event of an error, howsoever caused, whether a production error or otherwise and whether obvious or otherwise, which affects the Contest in any way, the Organizer reserves the right to administer the Contest as though the error had not occurred. Where the Organizer deems it appropriate and/or feasible, KitchenAid may elect to notify Participants of the error and correct it.

6.5. IN NO EVENT WILL THE ORGANIZER BE LIABLE TO YOU FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT KITCHENAID HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, therefore the above limitation or exclusion may not apply to certain participants.

Article 7 – Privacy

7.1. During their participation, Participants share their names, photos, videos and story on the profile or page of KitchenAid on Facebook and/or Instagram. These data are considered “personal data” in the sense of the European General Data Protection Regulation 2016/679 (hereinafter: GDPR).

7.2. Through their participation, Participants agree to the collecting and processing of their personal data for the Contest by the Organizer. The legal grounds for the processing is the execution of the contract, as mentioned in art. 6 1 b) GDPR. The purposes for the processing is the sound administration of the Contest and to repost them on the social media platforms used in this contest. When reposting your pictures, we will mention your name, unless you decide not to insist on your moral right of attribution. The personal data will be stored (on the social media pages) until two years after the Prizes have been delivered.

7.3. The Controller of the processing of your personal data is the Organizer. However, each Participant understands that, while he/she has and uses a profile on Facebook and/or Instagram, the owners of these platforms are also considered as Controller of the processing that takes place on such platforms. For further reference, the Organizer refers to the privacy policies of the respective social media platforms.

All processing of personal data is compliant with the General Data Protection Regulation.

7.4. We will not perform profiling or take automated decisions with regard to your personal data. We will not transfer your data to anyone, except for Emakina and Facebook Inc for the sound administration of this Contest. You do understand that your personal data is also processed by Facebook Inc, as the social media platforms are used for the Contest. Your data will also be stored on servers outside of the European Union, more specifically in the United States of America. Facebook Inc. has adhered to the US-EU Privacy Shield standards.

7.5. The Organizer would like to inform each Participant on their rights to request more information on the processing, to request access to or modification of their personal data, to object against the processing, to request minimization or erasure of their personal data, and to request the transfer of their personal data to third parties or to obtain a copy of the data.

Participants understand that their further participation is materially impossible in absence of any processing of their data. If a Participant should request a premature erasure of its data, such Participant is excluded from the Contest.

7.6. Participants may execute their rights by sending a letter or email to the Organizer on the following addresses: KitchenAid Europa, Marketing Department, Nijverheidslaan 3, 1853 Grimbergen, Belgium. Please include a copy of your identity card or similar piece of identification.

We have also appointed a data protection officer: Isabella Gonzalez, Isabella_gonzalez@whirlpool.com.

7.7. For any information or questions related to data protection and privacy, please contact: data_protection_emea@whirlpool.com.

7.8. If you think that your privacy rights have been violated, you may lodge a complaint with your relevant data protection authority. If you do not know which data protection authority to contact, please see: https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm

Article 8 – Conflicts and complaints

8.1. Each complaint or dispute regarding these Terms & Conditions, must be addressed to the Organizer through the following contact address: KitchenAid Europa Inc, Nijverheidslaan 3, 1853 Grimbergen, Belgium or digital_emea@whirlpool.com.

- 8.2. In case of dispute regarding the interpretation of these Terms & Conditions, the Participants and the Organizer agree to consult each other in order to find an amicable solution to solve the dispute.
- 8.3 All decisions of the Organizer are final and binding in all matters concerning the Contest. They cannot be appealed.

Article 9 – Social Media

9.1. This Contest is organized on Facebook and Instagram. The Organizer explicitly states that Facebook Inc should in no way be associated with the Contest, and does not approve, endorse, manage or administer this Contest. Facebook Inc. may not be held liable in the event of any problems or issues with regard to this Contest.

9.2. All Participants guarantee to obey and abide by the terms and conditions of the social media platforms used in relation to this Contest, as well as applicable law.