

BAFANG Giveaway Trail Stage 3 BONUS Terms & Conditions

The Promoter is: Bafang Electric (Suzhou) Co.,Ltd of No.6 Dongyanli Rd Suzhou Industrial Park 215125, Suzhou, China.

1. The competition is open to entrants aged 18 years or over, except employees of Bafang Electric (Suzhou) Co.,Ltd, Bafang Electric Motor Science Technology B.V. (Germany and Netherlands), Bafang Electric (Poland) Sp. z o.o., Bafang Science Inc. (USA), and their close relatives (mother, father, sister, brother, wife, husband, civil partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, legal guardian, domestic partner or fiancé/fiancée), and anyone otherwise connected with the organisation or judging of the competition.
2. The competition is open to residents of: Australia, Austria, Belgium, Canada (excluding Quebec), Germany, Netherlands, New Zealand, Norway, Republic of Ireland, Sweden, United Kingdom and United States.
3. Internet access is required.
4. Entrants are free to unsubscribe from the mailing list at any time.
5. By participating, the Entrant agrees to be fully unconditionally bound by these terms and conditions, and that they represent and warrant that they meet the eligibility requirements. In addition, they agree to accept the decisions of The Promoter as final and binding as it relates to the content of this Campaign.
6. These Terms and Conditions are governed by English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales
7. **To Enter:** Entrants must submit a photo or video via the entry widget, which includes file upload or social media entry, showing themselves and their Bafang powered bike, at the following link:
8. This Campaign is open only to those who enter via the form at <https://woobox.com/upci9f>. The Campaign is void where prohibited by law.
9. Only one entry will be accepted per person. Multiple entries will be disqualified.
10. Promotional Period: Enter between 12:00 (GMT) on 16/12/2022 and 23:59 (GMT) on 06/01/2023. After this date no further entries to the competition will be permitted.
11. All valid entries will be judged/vetted by a panel of judges, in accordance with the below criteria, and then proceed to a public vote, available at the entry link.
 - a. How well each entry identifies shows the Bafang bike and rider.
 - b. Creativity
 - c. Originality and individuality
12. The panel of judges will consist of:
 - a. 1 x Bafang representative
 - b. 1 x Bafang representative

- c. 1 x MIC Connect representative
- d. 1 x independent judge:

13. **Prizes:** 10 entrants will be chosen to receive their choice of either 6 months of Spotify Premium (valued at \$59.94 or €59.94) or 6 months of Strava premium (valued at \$47.94 or €47.94).

14. **Further Prize Details**

- a. Winners must confirm to the Promoter their preference for Spotify or Strava within 5 working days of being informed of their winner status.
- b. The Promoter will purchase gift vouchers or discount codes in order to deliver the prize digitally.

15. **Winner Selection:** All valid entries will be entered into the competition to select 10 winners. Judging of all valid entries will take place within 10 working days of the promotion closing date. Public voting will then open for a further 10 working days. The final winners will be the validated submissions with the most public votes.

In the event of a tie, the judging panel will select winners from the tied submissions based on previously stated judging criteria.

16. **Winner Notification:** The winners will be contacted via the email address that they entered the promotion with, within 7 working days of the Winner Selection and will be required to respond to confirm eligibility and acceptance of the Prize, within 7 working days of initial contact. In the event that the winner does not respond to the initial contact within 7 working days, the Promoter reserves the right to disqualify them. If the winner is disqualified, the Promoter reserves the right to award the prize to a reserve selected in the same manner. The reserve winner may have less time to respond.

17. Winners will be responsible for any applicable taxes related to the acceptance of any Prize. If a winner is a resident of the USA, they must complete, sign, and return an IRS Form W-9 and provide their social security number prior to receiving their prize. The W-9 and any associated information will only be used for the purpose of reporting the winner's prize earnings to the Internal Revenue Service, as required by law.

18. The promoter reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of 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 obligations.

19. Any changes to the competition will be notified to entrants as soon as possible by the promoter.

20. The Promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.

21. Under no circumstance is The Prize transferable or exchangeable and it cannot be redeemed for monetary value or for any other form of compensation. The winner is strictly prohibited from selling their Prize to any other person. If for any reason the Prize is not available, the Promoter

reserves the right to substitute another prize for it, in its sole discretion, of equal or higher value.

22. The Promoter shall have no liability for winner's failure to receive notices due to spam, junk e-mail or other security settings or for winner's provision of incorrect or otherwise non-functioning contact information. No responsibility can be taken for entries which are lost, delayed, corrupted, damaged, misdirected or incomplete or which cannot be delivered for any technical, delivery or other reason. Proof of sending will not be accepted as proof of receipt.
23. The Promoter may refuse to award a Prize, or seek its recovery, in the event of an entrant's fraud, dishonesty or non-entitlement under these Terms and Conditions.
24. The Entrant understands and consents that due to the laws of various territories, their surname and county may be published if they are chosen as a winner. The winner may object to their surname or country of residence being published or request for the amount of information being published to be reduced during the Winner Notification process. Subject to the winner's consent, their surname and county will be available by emailing info@bafang-e.com for a period of 4 working weeks following the close of the Promotion.
25. The competition and these terms and conditions will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England.
26. Any and all personal data supplied for administration of this Promotion shall be used solely for the purpose of this Promotion by the Promoter and/or by any agent appointed by it to assist with running the Promotion on behalf of the Promoter and shall not be disclosed to a third party for any other purpose unless the participants' positive consent has been obtained. Participants' personal data will be handled in accordance with the Promoter's privacy policy, available at: <https://www.bafang-e.com/en/data-privacy/>
27. The competition entry form uses the 3rd party Woobox to process and store data. You can read about Woobox's data privacy policy and handling here: <https://woobox.com/privacy>
28. By taking part in and accepting the prize, the winner grants the Promoter full, royalty-free rights to use any images resulting from the photography/video filming of them during the prize, and any reproductions or adaptations of the images for marketing, publicity, television or other purposes without payment. This might include (but is not limited to), the right to use them in their printed and online publicity, social media and press releases for up to five years. If the winner does not wish to be included, they must inform The Promoter prior to accepting the prize.
29. The winner's names and value of prizes will be available 7 working days after the close of judging, by emailing the following address: info@bafang-e.com.
30. Entry into the competition will be deemed as acceptance of these terms and conditions.
31. The Promoter's decision as to those able to take part and selection of winners is final. No correspondence relating to the competition will be entered into.

32. The Promoter together with any associated agencies and companies shall not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using the Prize, except for any liability which cannot be excluded by law. Nothing shall exclude the Promotor's liability for death or personal injury as a result of its negligence.
33. By entering this competition, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of The Promoter. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless The Promoter from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which The Promoter may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.
34. The Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, dishonesty, technical failures or other cause beyond The Promoter's control, corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, The Promoter may select the winner from all eligible entries received prior to and/or after (if appropriate) the action taken by The Promoter.
35. The Promoter reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions.
36. The Promoter has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any valid reason, including, but not limited to:
 - a. Multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules;
 - b. Or the use of bots, macros, scripts, brute force, using identities other than their own or any other automated means in order to increase that participant's entries into the Promotion in a way that is not consistent with the rules of the Promotion or other technical means for entering.
 - c. Bulk entries from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries and entries submitted by macros or other automated means together with entries which do not satisfy the requirements of these Terms & Conditions in full shall be disqualified and will be not be counted.
 - d. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, The Promoter reserves the right to seek damages to the fullest extent permitted by law.

37. The Promoter's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.

Complaints

Should you wish to make a complaint about this Campaign, please write to info@bafang-e.com, or Bafang Electric (Suzhou) Co.,Ltd of No.6 Dongyanli Rd Suzhou Industrial Park 215125, Suzhou, China., China., and you may also telephone +86 51265975996.