

## **Terms and Conditions for Promotions, Challenges, Contests and Competitions That Are Running on Rouvy Platform**

By participating in any real-life or virtual promotional event, such as a Promotion, Challenge, Contest, Competition or any other reward based action (hereafter "Promo" associated with the trademark of Rouvy company) that involves any kind of valuable prizes, entrants agree to be bound by these official rules and the decisions of the Promoter/Administrator.

**PROMOTER/ADMINISTRATOR:** The promoter is: VirtualTraining s. r. o. a limited company, incorporated under Czech law with the Czech Commerce and Companies Agency, having its registered address at Namesti Svobody 13, 385 01 Vimperk, Czech Republic (hereafter referred to as "Rouvy company").

**SPONSOR(s) (or hereafter referred to as Rouvy Partner(s):** The third parties that are responsible for providing prizes and/or ensuring their delivery to winners of Rouvy Promos. Third parties carry no responsibility or liability in any form related to Rouvy Promos whatsoever.

### **1. REGULATIONS**

Participation in Promos is regulated by:

- 1.1. Specific rules that are published in Official Announcements of Promos on the Rouvy blog, the official Rouvy Facebook page, or other Rouvy official clubs or pages, and can be located as well on webpages of Rouvy partners. The present rules apply only when the Rouvy company is mentioned as a (or one of the) Promoter(s).
- 1.2. Present Terms and Conditions for promo events.
- 1.3. General Terms of Use located at <https://rouvy.com/en/terms-of-use> and its related, enclosed or linked supplements.
- 1.4. In case of any disputes or contradictory statements, "Official Announcements" prevail over "Terms and Conditions for Promos," and "Terms and Conditions for Promos" prevail over "General Terms of Use."
- 1.5. All undefined situations and issues are covered by General Terms of Use and Czech Law.

### **2. BASIC RULES**

- 2.1. There is no entry fee and no purchase necessary to enter a Promo, unless stated otherwise in the Official Promo Announcement.
- 2.2. No responsibility can be accepted for a participant's failure to join the Promo, for whatever reason.
- 2.3. Void in all Countries embargoed by the United States and Czech Republic, and where prohibited or restricted by international law. All local laws of mentioned countries and regulations apply.
- 2.4. In the event of any dispute regarding these rules printed in other languages, the English version of these rules will govern and prevail.
- 2.5. The Promoter's decision respecting all matters concerning the Promo will be final, and no correspondence will be entered into.
- 2.6. These terms and conditions are subject to change without notice.

### **3. PRIZES**

Prize(s) for Promos are provided by the Promoter and/or Rouvy Partner(s).

- 3.1. No cash alternative to prizes will be offered.
- 3.2. The prizes are not transferable (no prize substitution will be allowed if the winner requests).
- 3.3. Any taxes or duties on the prize are the sole responsibility of the winners.
- 3.4. In the event a prize becomes unavailable for any reason beyond the Partner's control, Partner reserves the right to offer a prize of equal or greater value.
- 3.5. Sometimes prizes are subject to availability, and any prize can be substituted with another of equivalent or greater value without giving notice.
- 3.6. Prizes are awarded "as is," without warranty or guarantee, either express or implied by Partner.
- 3.7. The ARV (average retail value) of any prize listed is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of an Official Announcement, and the date the prize is awarded or redeemed. If the actual purchase price of a prize is less than the ARV stated herein, the prize winner will NOT be entitled to a check, cash or other form of payment for the price difference.

#### **4. WINNERS' ELIGIBILITY AND RESPONSIBILITY**

- 4.1. Must be 18 years of age or older to win. (Winning in Promos on Rouvy platform is open to individuals who are 18 years of age or older as of date of entry.)
- 4.2. Employees of Rouvy company ("Promoter"), and their immediate family members (spouses, parents, children, siblings and their spouses) and household members of each (whether related or not) are not eligible to win.
- 4.3. If a winner is a Canadian resident, he/she must answer unaided a time-limited arithmetic skill-testing question as a condition to winning the prize.
- 4.4. If a prize winner is a minor in his/her jurisdiction of residence, the prize will be awarded in the name of his/her parent(s) or legal guardian(s), who will be required to sign all documents and fulfill all required conditions as set forth in these Terms and Conditions for Promos.
- 4.5. By accepting the prize, the winner (or parent/legal guardian for any minor winner) agrees that Partner and its subsidiaries, affiliates, advertising and Promotion agencies, including the Administrator, and their directors, employees, representatives and agents, partners and prize suppliers, have no liability whatsoever for, and will be held harmless by winner for, any injury, loss or damages of any kind (including death) to persons and property damages sustained, due in whole or in part, directly or indirectly, from the acceptance, possession, use or misuse of the prize, or participation in Promos or any prize-related activity.
- 4.6. Winners are always to be listed according to specifications in Official Announcement(s) based on p.1.1. mentioned locations.
- 4.7. The winner will be notified by email immediately; but, in any case, not later than on the 21st day after the winner's announcement. If the winner cannot be contacted or does not respond within 7 days of notification, the Promoter reserves the right to withdraw the prize from the winner and may pick a replacement winner.
- 4.8. Any prize notification returned as non-deliverable will result in disqualification, and the prize will be forfeited and an alternate winner may be selected and notified as indicated above.
- 4.9. Promoter will notify the winner as to how to get ahold of the Prize(s).

- 4.10. Promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.
- 4.11. By accepting the prize, winner (or parent/legal guardian for any minor winner) agrees that the Promoter and Partner(s) and those acting under the Partner's authority may use the winner's name, photo/picture/portrait, likeness, and/or hometown/country, for advertising and promotional purposes without further consideration, unless prohibited by law.

## 5. RANDOM DRAWS

- 5.1. The random drawings will be conducted by Rouvy company, which is to be the default Administrator in all cases, unless stated otherwise in the Official Promo Announcement.
- 5.2. During the draws, winners are always selected by some random algorithm.
- 5.3. The odds of winning depend on the total number of eligible entries received or applied according to officially announced rules.
- 5.4. All rankings and decisions related to draws made by the Administrator will be final.

## 6. RIGHTS AND RESPONSIBILITIES

- 6.1. **Usage of the Rouvy service and participation in Promos conducted by Rouvy with (or without) its Sponsors/Partners is at your own risk. You should not attempt any exercise that is beyond your skill/health level.**
- 6.2. Rouvy company reserves the right to disqualify and/or report any content-related Promo submissions that are deemed inappropriate or copyrighted by a third party.
- 6.3. Rouvy company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, the entry. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY ROUVY WEB SITE OR ITS APPLICATIONS OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 6.4. Rouvy company assumes no responsibility for the unavailability or inaccessibility of any website/application or service or unauthorized intervention in any part of the entry process or the Promo(s).
- 6.5. Rouvy company assumes no responsibility for printing, typographical, electronic or human errors which may occur in the Promo(s) or administration of the Promo(s) or the processing of entries.
- 6.6. The Promoter is not responsible for any typographical or other error in the printing of the Promo materials or the offering or announcement of the prizes.
- 6.7. If, for any reason, the Promo(s) is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Promoter that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Promo(s), Promoter reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Promo(s) and award the prizes from among all eligible entries received/postmarked prior to cancellation.

- 6.8. The Promoter reserves the right to cancel or amend the competition and these terms and conditions, without notice, in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation, or any other event outside of the Promoter's control. Entrants will be notified of any changes to the Promo as soon as possible by the Promoter.

## **7. DISPUTES**

The Promo(s) and these terms and conditions will be governed by the laws of, and any disputes will be subject to the exclusive jurisdiction of, the courts of the Czech Republic.

## **8. PRIVACY/COMPLIANCE**

Any personal information that you provide in connection with the Promo(s) shall be used by the Promoter and Administrator to administer Promo(s), contact entrants and winners, and for the other purposes set forth in the Promoter's Privacy Policy located here <https://rouvy.com/en/privacy-policy>. By entering Rouvy Promo(s), you agree to and accept that privacy policy. Your entry information will be transferred to the Czech Republic. If authorized, by opting in, Promoter may provide entrant/participant with information relating to products, services and promotions of Promoter and Partner(s).