

# Terms & Conditions

## Summary Terms & Conditions:

DE, 18+ only. 00:01 11/08/23 – 23:59 11/09/23. Create a Strava account if you don't already have one and sign up to the New Balance Run Your Way Challenge. You can then begin counting your tracked runs eligible for the challenge between 11/08/2023 – 11/09/2023. Once you have completed the New Balance Run Your Way Challenge you will be directed to an online form. Complete the form providing your details to enter the Prize Draw. No purchase necessary. Prizes: 10 x Pairs of New Balance FuelCell Propels. Internet access required. Max 1 entry & prize per person. Visit [www.newbalance.de/en/terms.html](http://www.newbalance.de/en/terms.html) for full T&Cs & Prize details.

**Promoter:** New Balance Athletics Shoes (UK) Ltd, Appleton House, 430 Birchwood Boulevard, Warrington, WA3 7WD.

## Full Terms & Conditions

1. This Promotion is open to residents of Germany aged 18 or over, excluding employees of the Promoter, its agents and anyone professionally associated with this Promotion.
2. No purchase necessary; however, internet access and a valid email address are required.
3. **Promotion Period:** Enter between 00:01 CEST on the 11 August 2023 and 23:59 CEST on the 11 September 2023 inclusive.
4. **To Enter:** Create a Strava account if you don't already have one and sign up to the New Balance Run Your Way Challenge. You can then begin counting your tracked runs eligible for the challenge between 11/08/2023 – 11/09/2023. Once you have completed the New Balance Run Your Way Challenge you will be directed to an online form. Complete the form providing your details to enter the Prize Draw.
5. **Further Entry Details:**
  - a. We expect all athletes to honour the Strava Community Standards, which includes abiding by all health advice and restrictions in your area prior to undertaking any physical activity.
  - b. If you are located in an area that does not allow outdoor activity, you may not participate except by means of virtual or indoor activity (i.e., Treadmill runs, Zwift, etc.). Please see Strava's blog with information about exercising during a pandemic.
  - c. GPS, virtual and manual activities will count towards the Challenge goal. For more information about virtual activities, to learn more about Strava Challenges and Virtual Races, please visit Strava's Support Center or email [support@strava.zendesk.com](mailto:support@strava.zendesk.com).
  - d. Activities visible to "Everyone," "Only You" or "Followers" are eligible for this challenge. Any qualifying activity, whether private or not, will count towards



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your private progress, badges, and rewards for this challenge. To respect activity visibility settings, only activities marked as visible to Everyone will be applied toward leaderboard rankings. Manual activities will not count towards your leaderboard ranking. Your followers may see notifications that you've joined or completed this challenge, but your activities will remain private according to your Privacy Controls.

6. Maximum of 1 entry is permitted per person during the Promotion Period. No person may win more than 1 Prize.
7. **The Prizes:** There will be a total of 10 winners. Each winner will win 1 x Pair of New Balance FuelCell Propels.
8. **Further Prize Details and Conditions:**
  - a. The winner can choose size of the New Balance FuelCell Propels.
  - b. The Promoter is not liable for any Prizes once distributed/dispatched to a winner and the Promoter will not be responsible for any Prizes not received, broken or lost in transit.
  - c. It is the responsibility of the participant to provide their correct, up-to-date details when entering the Promotion and/or confirming acceptance of the prize in order for their prize to be processed. The Promoter cannot be held responsible for winners failing to supply accurate information which affects prize acceptance or delivery of their prize.
  - d. The Prize must be taken as stated and no compensation will be payable if a winner is unable to use the Prize as stated. The winner will be liable for all costs and expenses not stated relating to claiming the prize.
  - e. Any pictures depicting the prizes on any media including press advertisements, posters or TV commercials are indicative only and the actual prizes may vary from the depictions. The Promotion does not constitute an endorsement or recommendation of the products or services being offered as prizes.
9. **Winner Selection:** 10 provisional winners will be randomly selected from all valid entries received during the Promotion Period. For your total confidence, the Prize draw will be conducted by PromoVeritas, the independent promotional verification service, within 5 working days of the end of the Promotion Period.
10. **Winner Notification:** Provisional winners will be contacted via the email address provided on entry within 5 working days of Winner Selection and will be asked to provide evidence of identity and eligibility. Reasonable efforts will be made to contact the provisional winners. Once eligibility has been confirmed, the provisional winners will be confirmed as a winner. If a provisional winner does not respond to the initial contact within 14 days, we reserve the right to disqualify that entrant and award the Prize to a reserve selected in the same manner. Reserve winners may have less time to respond.



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11. **Prize Acceptance:** Notification to arrange fulfilment of the Prize will take place within 28 days of acceptance of the Prize. In the unlikely event that a winner has not received communication to arrange their Prize the winner must inform the Promoter by emailing Marvin Mainz <Marvin.Mainz@newbalance.com>. If a winner does not do so, the Promoter reserves the right to not reissue the Prize or limit its value at its sole discretion.
12. The Promoter may request that the winners participate in publicity arising from the Promotion. Participation is at the winner's discretion and is not a condition of Prize Acceptance.
13. The Promoter seeks to run a fair and secure promotion and prevent abuse and cheating. If you enter in a way that is not consistent with these Terms & Conditions, your entry (and any of your associated aliases) will be disqualified. Any Prize awarded may be void and recoverable, and the Promoter reserves the right to bar you from entering future promotions for a period of at least six months. For this reason, the Promoter reserves the right at any point to:
  - a. Verify the eligibility of entrants and/or provisional winners through multiple means by requesting such information it consider reasonably necessary for this purpose. Entry or a Prize may be withheld until verification is completed.
  - b. Disqualify entries that are not made directly by the individual entering the Promotion.
  - c. Disqualify entries made using anonymous email services such as, but not limited to, GuerillaMail, Dispostable or Mailinator.
  - d. Disqualify bulk entries from individuals, trade, consumer groups or third parties, incomplete entries and entries submitted by macros or other automated means.
  - e. Disqualify entries beyond the maximum allowed, or those using techniques such as 'script', 'brute force', multiple SIM cards for text entries, masking identity by manipulating IP addresses, using aliases or identities other than their own or any other means.
  - f. Disqualify entrants who tamper with the entry process.
  - g. Disqualify entries which, in some other way, do not meet the requirements of these Terms & Conditions.
  - h. Cancel, modify or suspend the Promotion should it not be capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, dishonesty, technical failures, or any other causes beyond



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the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion.

14. The Prizes are not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason a Prize is not available, the Promoter reserves the right, at its sole discretion to substitute that Prize for another of equal or greater value.
15. 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. The Promoter does not guarantee continuous or secure access to Strava.
16. The Promoter and its associated agencies and companies are not 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 (JS14035) or accepting or using the/a Prize(s), except for any liability which cannot be excluded by law. Nothing will exclude the Promoter's liability for death or personal injury as a result of its negligence.
17. The Promoter will not be liable for any delay or failure to comply with its obligations for reasons beyond its reasonable control arising from but not limited to Acts of God, global or regional epidemic or pandemic, adverse weather conditions, fire, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, plague or other natural calamities, or any other circumstances.
18. All personal data supplied for this Promotion will be used for the purpose of this Promotion and for research and analytical purposes by the Promoter and/or by any agent appointed by it to assist with running the Promotion. Personal data will not be disclosed to an unconnected third party unless your positive consent has been obtained. Your personal data will be handled in accordance with the Promoter's privacy policy, available at: [www.newbalance.co.uk/privacy-policy.html#privacy\\_policy](http://www.newbalance.co.uk/privacy-policy.html#privacy_policy).
19. If any part/s of these Terms & Conditions are legally ruled to be invalid, illegal or unenforceable, the remainder will not be affected and will continue in full force and effect.
20. By entering, you will be deemed to have agreed to be bound by these Terms & Conditions.
21. If there is a discrepancy between these Terms & Conditions and those in any promotional material, these Terms & Conditions will prevail.
22. These Terms & Conditions are governed by German law and their interpretation and application will be subject to the exclusive jurisdiction of the courts of Germany.



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