

## TERMS & CONDITIONS

### BATAVIA STAD FASHION OUTLET MONTHLY FASHION CLUB COMPETITION

#### 1. Competition Details

The competition “**Fashion Club Monthly Competition**” is organised by **Batavia Stad Fashion Outlet**, a private company with limited liability under the laws of the Netherlands, registered with the Chamber of Commerce of Amsterdam under number 32085223 and registered address at Bataviaplein 60, 8242 PN Lelystad, the Netherlands.

The Fashion Club Monthly Competition is meant to promote VIA Outlets, Batavia Stad Fashion Outlet, its loyalty programme ‘Fashion Club’ and the brands participating in the Fashion Club.

#### 2. Eligibility

Entry into the monthly competition is automatic for all physical persons with the minimum age of 18 who are members of the Batavia Stad Fashion Outlet Fashion Club loyalty programme and who meet the entry requirements as set out in clause 5, below. By participating, members agree to be bound by these Terms & Conditions.

#### 3. Prizes

- 3.1 Prizes which can be won will be announced via email or through our Information Centre and may vary month to month. (the “**Prize**” or “**Prizes**”).
- 3.2 Notwithstanding clause 8, substitutions in cash for any Prize remain at the sole discretion of VIA.

#### 4. Conditions of Prizes

- 4.1 For physical prizes, the Prize(s) must be collected within one month of notification from Batavia Stad Fashion Outlet at the latest. Any Prize not collected by this time will be forfeited.
- 4.2 Prizes will be handed over directly at the venue. There will be no shipping.
- 4.3 All the expenses not explicitly mentioned in these Terms & Conditions are solely for the account of the Prize winner. For clarification purposes, travel expenses to collect the Prize are not included.

#### 5. Entry Requirements

- 5.1 Each completed transaction made using your Fashion Club membership QR code qualifies as one entry into that month’s draw. Multiple entries are allowed.
- 5.2 The email for entry must match that of your Fashion Club membership. Entries without a matching email address will be void and will not be entered into this competition.
- 5.3 Participants agree to confirm receipt of their prize by email, if necessary.

#### 6. Winner Selection and Notification

- 6.1 The winner will be selected at random by Batavia Stad Fashion Outlet from all admitted participants in a monthly draw and notified via email by the end of the following calendar month.
- 6.2 If the winner does not respond within 14 days of notification, we reserve the right to select an alternative winner.

- 6.3 The winner may be liable to pay any taxes which are, or may become payable, on the value of the prize. Any taxes payable in relation to the prizes, in as far as applicable, are the sole responsibility of the winner.

## **7. Fraud**

Any attempt at fraud will be sanctioned with immediate exclusion of the participant. Identification may be requested and must correspond with the name used upon registration at the Fashion Club Programme (see clause 10). If not, the participant will be excluded immediately.

## **8. No Re-sale/Exchange/Transfer**

The re-sale of any Prize is strictly prohibited. The Prize(s) are personal, not transferable and cannot be exchanged in any way. Any breach of this provision will result in the participant being excluded immediately.

## **9. Publication of Winner Details and Copyright**

- 9.1 VIA reserves the right to publish the names of the winners and their Prize(s) online at [www.bataviastad.nl/](http://www.bataviastad.nl/) and its social media pages (Facebook/Instagram/TikTok/YouTube), and any other commercial or advertising material, without any further compensation to the winner. By participating in this competition, participants expressly agree to the publication of their details. Please see clause 13.1 for further information on how VIA is committed to protecting your privacy.
- 9.2 Batavia Stad Fashion Outlet may request to include a photograph of the winners although the winners may decline such request.
- 9.3 Each participant agrees that Batavia Stad Fashion Outlet may, in their sole discretion, make their entry available on its website [www.bataviastad.nl/](http://www.bataviastad.nl/) and in any other media, whether now known or invented in the future, and in connection with any publicity of the competition. Each participant grants Batavia Stad Fashion Outlet a non-exclusive, worldwide, irrevocable licence in perpetuity, for the full period of the intellectual property rights in the competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the intellectual property rights in the competition entry and any accompanying materials for such purposes.

## **10. Identity Certification**

Participants selected as a winner agree to having their identity checked and for their stated country of residence to be compared against their national identity card if asked for. Every false declaration of identity or address will lead to the immediate exclusion of the participant.

## **11. Liability**

- 11.1 VIA cannot be held liable for any direct or indirect damage resulting from any interruption, dysfunction or force majeure, exclusion of participants or the termination or amendment of the competition for whatever reason. This also applies to any direct or indirect damage which may arise from a connection to this site.
- 11.2 VIA does not accept liability for:
- 11.2.1 Prizes that are not redeemed;

- 11.2.2 any damage and/or injury caused to any person while making use of the Prize, unless any such damage and/or injury is caused to a breach of VIA's legal obligations.
- 11.2.3 the cancellation or delay of any part of the Prize that may be due to a fault of the Prize winner (either directly or indirectly).
- 11.3 The connection with the website of Batavia Stad Fashion Outlet and participation in the Competition are the sole responsibility of the participants. VIA in no event shall be held liable among others for transmissions over the Internet, malfunction of the Internet and/or software used, consequences of viruses, bugs, anomalies and technical defects or any technical, hardware or software malfunctions of any kind.

## **12. Changes and/or Cancellation of the Competition**

- 12.1 VIA reserves the right to change, extend or even completely cancel this competition in extreme conditions due to events that are beyond its reasonable control. VIA cannot be held liable if the competition has to be interrupted, delayed or even cancelled. Changes to these Terms & Conditions can be published after notification by VIA. They will be considered as appended to these Terms & Conditions.
- 12.2 Any case that is not expressly provided for in these Terms & Conditions will be decided by VIA whose decision is final.
- 12.3 If, for whatever reason, there are delays and/or cancellations in respect of arrangement for the Prize which are not due in any way to the fault of the Prize winner, please contact [info@bataviastad.nl](mailto:info@bataviastad.nl) and, if possible, and within its reasonable control to do so, VIA will endeavour to remedy the situation.
- 12.4 During the Competition Period, any additions or, in case of force majeure, changes can be published after notification by VIA. They will be considered as appended to these Terms & Conditions.

## **13. Data Protection and Privacy**

- 13.1 VIA is committed to protecting the privacy of the participants and only use their personal data in accordance with applicable data protection laws. Please read VIA's Privacy Policy available at [www.bataviastad.nl/](http://www.bataviastad.nl/) to understand how your personal data is collected and used as part of the Fashion Club Monthly Competition. The contract between you and us requires us to process your personal data in accordance with this Privacy Policy.
- 13.2 Please also read VIA's Cookie Policy available at [www.bataviastad.nl/](http://www.bataviastad.nl/) to understand how we use cookies and VIA's Website Terms at [www.bataviastad.nl/](http://www.bataviastad.nl/) to understand how we operate [www.bataviastad.nl/](http://www.bataviastad.nl/) and the conditions upon which you are permitted to access and navigate it.

## **14. Miscellaneous**

- 14.1 Errors and misprints reserved.
- 14.2 Should individual provisions of these Terms & Conditions be or become invalid, the validity of the remaining conditions shall remain unaffected. The ineffective conditions shall then be replaced the corresponding statutory provisions.

## **15. Contact & complaints**

- 15.1 Participants may be contacted by email using the contact details provided to VIA from time to time.

- 15.2 Members may choose to leave the Fashion Club, and therefore entry into the Fashion Club Monthly Competition at any time by sending an email to us at [Privacy.Batavia@viaoutlets.com](mailto:Privacy.Batavia@viaoutlets.com).
- 15.3 If you have a complaint about this competition or related to it, you can contact us through sending an email to: [info@bataviastad.nl](mailto:info@bataviastad.nl). We will reply on your email within a reasonable period of time and preferably before the competition officially ended.

**16. Governing Law**

These Terms & Conditions are governed by the law of the Netherlands and are subject to the exclusive jurisdiction of the courts of the Netherlands.

**17. Non-compliance**

By participating in this competition, the participant acknowledges acceptance of these Terms & Conditions. Batavia Stad Fashion Outlet reserves the right to determine whether these Terms & Conditions have been respected, specifically to exclude any participant who has abused these Terms & Conditions at its sole discretion. In the event that the winners do not fulfil the criteria stipulated in these Terms and Conditions, the Prize will not be awarded and will remain the property of Batavia Stad Fashion Outlet.