



Batavia Stad Fashion Outlet  
Bataviaplein 60  
8242 PN, Lelystad

## TERMS & CONDITIONS WIN EEN WIJNREIS NAAR ZUID-AFRIKA

### 1. Competition details

The competition 'WIN EEN WIJNREIS NAAR ZUID-AFRIKA' is organised by Batavia Stad Fashion Outlet Shopping B.V. ("the Promoter"). The competition starts on 15 April 2024 and closes on 12 May 2024.

This competition will be held in conformity with the requirements following from the Code of conduct for promotional games.

### 2. Participation restrictions

All physical persons can participate in the competition on the condition that they are: (a) eligible to travel to South-Africa from The Netherlands, (ii) at least 18 years old and (iii) participate as private citizens. (iv) not staff of brand stores in Batavia Stad Fashion Outlet or working for VIA Outlets. Minors (under the age of 18) are not allowed to participate in the competition.

### 3. Valid email address and Fashion Club membership

Every registration with an invalid email address will be null and void.

A condition of entry into the competition is that the participant must be a natural person and a Fashion Club member, opted in to receive marketing communications.

### 4. Prizes

4.1. Prizes which can be won:

4.1.1. **FIRST PRIZE:** A trip for two persons to Cape Town, South Africa. The prize will include the following:

- Flights to and from Cape Town, South Africa from an airport in the Netherlands to be determined by Batavia Stad Fashion Outlet.
- Hotel at 2 different locations (7 days / 6 nights) (hotel and standard at the discretion of the Promoter)
- Sightseeing of Cape Town
- A wine -tasting
- Rental car for the duration of the trip (the rental car is chosen at the discretion of the Promoter). The prize winner must have a full and valid driver's licence and the terms of the car hire company shall apply at all times. The first prize has a worth of approximately: EUR 5,000

4.1.2. **SECOND PRIZE:** Batavia Stad Gift Card worth EUR 250.00

4.1.3. **THIRD PRIZE:** Batavia Stad Gift Card worth worth EUR 100.00

4.2. Notwithstanding clause 10, the Promoter may substitute a cash alternative for any prize.



## 5. Conditions of prizes

- 5.1. The First Prize must be taken between the following dates: February 2025 – March 2025;
- 5.2. All the expenses not explicitly mentioned under 4.1.1 of these Terms & Conditions are solely for the account of the First Prize winner. For clarification purposes, the expenses not included in the First Prize are for example:
  - 5.2.1. First/business class travel;
  - 5.2.2. Personal travel and health insurance;
  - 5.2.3. Airport transfers and costs;
  - 5.2.4. Spending money;
  - 5.2.5. Means and/or subsistence.

## 6. Entry requirements

- 6.1. You must attend the Centre or make a purchase online at [shop.bataviastad.nl](http://shop.bataviastad.nl) in the period commencing on 15 April 2024 and ending on 12 May 2024 and use your Fashion Club card in a transaction in order to enter the competition. If you qualify for the competition, you will be sent a link to confirm your email address and give consent to these Terms & Conditions.
- 6.2. You may submit one entry to this competition. More than one entry will be void and will not be entered into this competition.
- 6.3. The email for entry must match that of your Fashion Club membership you made the Fashion Club transaction on. Entries without a matching email address will be void and will not be entered into this competition.

## 7. Prize winners

- 7.1. The winners of the First, Second and Third Prize as mentioned in clause 4, will be randomly selected by the Promotor from all admitted participants in three different drawings. The drawings will take place on 27th May 2024.
- 7.2. The winners will receive an email (and/or telephone call if telephone number available) from the Promoter once the Promoter completed all drawings.
- 7.3. The winners must collect their prize by 10 June 2024. If the prize is not collected by this date, it will be considered a waiver, and the Promoter will be entitled to select another winner.
- 7.4. The prize winner of the First Prize, Second Prize and Third Prize may be liable to pay any taxes which are, or may become payable, on the value of the prize.

## 8. Fraud

Any attempt at fraud will be sanctioned with immediate exclusion of the participant. Identification must correspond with the name used upon registration at the website (see clause 13). If not, the participant will be excluded immediately.



## 9. No re-sale

The re-sale of any prize is strictly prohibited.

The First Prize can only be used by the recipient Fashion Club member and cannot be resold to any third party.

Any breach of this provision will result in the participant being excluded immediately.

## 10. Non-transferable

The prizes are personal and not transferable. They cannot be exchanged in any way, not even against their monetary value.

## 11. Non-compliance

If the winners do not fulfil the criteria stipulated in these terms, the prize will not be awarded and will remain the property of the Promoter.

## 12. Publication of winner details and copyright

12.1. The Promoter reserves the right to publish the names and a picture of the winners and their prizes online at [www.bataviastad.nl](http://www.bataviastad.nl) and the social media pages (*Facebook and Twitter, Instagram, TikTok, LinkedIn etc.*) of Batavia Stad Fashion Outlet, without any further compensation to the winners. By participating in the competition, participants expressly agree to the publication of their details.

12.2. Each participant: (i) acknowledges that copyright in the entries submitted will be owned by the Promoter; and (ii) waives all moral rights in the entry submitted.

## 13. Identity certification

The participants agree to having their identity checked and for their stated country of residence to be compared against their national identity card. Every false declaration of identity or address will lead to the immediate exclusion of the participant.

## 14. Internet use

14.1. Participation in the competition implies knowledge and acceptance of the characteristics and limitations of the Internet, specifically as regards to technical performance, the risk of interruption, and, more generally, the risks inherent to any connection and transmission over the Internet, the absence of protection of certain data against possible diversions and the risk of infection by viruses on the network.

14.2. The Promoter in no event can be held liable among others for:

- Transmissions over the Internet
- Malfunction of the Internet and/or software used.
- The consequences of viruses, bugs, anomalies, technical defects.
- Any technical, hardware or software malfunctions of any kind.



## 15. Liability

- 15.1. The Promoter cannot be held liable for any direct or indirect damage resulting from an interruption, any dysfunction, exclusion of participants or the termination of the competition for whatever reason. This also applies to any direct or indirect damage which may arise from a connection to this site.
- 15.2. The Promoter does not accept liability for: (i) Prizes that are not redeemed, (ii) any damage and/or injury caused to any person while making use of the Prize, unless any such damage and/or injury is caused due to a breach of Promoter's legal obligations.
- 15.3. The Promoter does not accept liability for 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).
- 15.4. Every participant must take all necessary measures to secure his own data and/or software on his computer (including tablets) and/or mobile phone equipment and/or his site against any attack.
- 15.5. The connection with the site of the Promoter and participation in the competition are the sole responsibility of the participants. Nor can the Promoter be held responsible if the present competition must be changed, cut short or cancelled due to force majeure or for reasons beyond its control.
- 15.6. The Promoter reserves the right to determine whether the rules have been respected, specifically to exclude any participant who has abused the rules.

## 16. Force Majeure

During the competition any additions or, in case of force majeure, changes can be published after notification by the Promoter. They will be considered as appended to these rules.

## 17. Changes and/or cancellation of the Competition

- 17.1. The Promoter reserves the right to change, extend or even completely cancel the competition in extreme conditions due to events that are entirely beyond its control. The Promoter cannot be held liable if the competition must be interrupted, delayed or even cancelled due to reasons beyond its control.
- 17.2. Any case that is not expressly provided for in these rules will be decided by the Promoter whose decision is final.
- 17.3. If, for whatever reason, there are delays and/or cancellations in respect of arrangement for the First Prize, which are not due in any way to the fault of the prize winner for any reason whatsoever (e.g., late for flight and/or not allowed entry on plane for whatever reason), please contact [info@bataviastad.nl](mailto:info@bataviastad.nl) and, if possible, and within its reasonable control to do so, the Promoter will endeavour to remedy the situation.

## 18. Acceptance of Terms & Conditions

By participating in this competition, the participant acknowledges acceptance of these Terms & Conditions. These Terms & Conditions and all other relevant information in relation to this competition will be available on our website <https://www.bataviastad.nl/nieuws-next/win-een-trip-naar-zuid-afrika>



## 19. Data Protection and Privacy

- 19.1. Unless otherwise stated by the participant, the information given by the participant in his or her registration of the participation form will be entered into the database of the Promoter.
- 19.2. We are committed to protecting the privacy of the Participant and only use your personal data in accordance with applicable data protection laws. Please read our [Privacy Policy](#) to understand how your personal data is collected and used as part of the “Win een wijnreis naar Zuid-Afrika”. The contract between us requires us to process your personal data in accordance with this Privacy Policy.
- 19.3. Please also read our Cookie Policy available at <https://bataviastad.nl/en/cookie-policy> to understand how we use cookies and our Website Terms available at <https://bataviastad.nl/en/terms-conditions> to understand how we operate *www.bataviastadfashionoutlet.com* and the conditions upon which you are permitted to access and navigate it.
- 19.4. By participating in the competition “Win een wijnreis naar Zuid-Afrika”, the participant agrees, unless otherwise stated, that the Promoter collects and uses his or her information in line with the Promoter’s [Privacy Policy](#).

## 20. Contact

- 20.1. We will contact you by email (and telephone if applicable) using the contact details you have provided to us from time to time.
- 20.2. If you no longer wish to receive communications from us or would like to withdraw your participation in the “Win een wijnreis naar Zuid-Afrika” or inform us of any changes to your personal membership details, please let us know by sending an email to us at [Privacy.bataviastad@viaoutlets.com](mailto:Privacy.bataviastad@viaoutlets.com)

## 21. Complaints

- 21.1. If you have a complaint about this competition or related to it, you can contact us through sending an email to: [contact@bataviastad.nl](mailto:contact@bataviastad.nl)
- 21.2. We will reply on your email within a reasonable period of time and preferably before the competition officially ended.

## 22. Governing Law

The Terms are governed by Dutch law and are subject to the exclusive jurisdiction of the courts of the Netherlands.