UBER x IFK Terms and Conditions

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING. YOU WILL BE DEEMED TO HAVE ACCEPTED THESE TERMS AND CONDITIONS AND AGREED TO BE BOUND BY THEM WHEN PARTICIPATING IN THIS PROMOTION. AMONG OTHER THINGS, THESE TERMS AND CONDITIONS INCLUDE LIMITATIONS OF YOUR RIGHTS AND REMEDIES AS WELL AS AN ACCEPTANCE TO PROCESSING OF PERSONAL DATA.

UBERXIFK PROMOTION TERMS AND CONDITIONS

1. The UBERxIFK promotion as detailed in these terms and conditions (the “Promotion”) is open to all Sweden residents aged 18 years or over with an Uber account, excluding the employees and immediate families of the Promoter and its affiliated companies, agents or other persons professionally connected with the Promotion. Proof of age and/or identity and/or residency may be required. Entry into the Promotion is free.

2. To take part in the Promotion, a participant must have a smartphone with GPS capability, have downloaded the Uber app at https://get.uber.com/sign-up/, registered and have active Internet connection. The terms and conditions at https://www.uber.com/legal/terms/se/ continue to apply to the extent applicable to this Promotion.

3. No purchase necessary however a valid Instagram account is required. By submitting your information to create an Instagram account, you agree to the Instagram terms of use and privacy policy. If you do not agree to such terms of use and privacy notice, you cannot create an Instagram account or participate in this Promotion.

4. The Promotion will be open between 17.00 on 29 March to 12.00 local time on 31 March 2017 (the “Promotion Period”). Entries received after the Promotion Period has ended will not be counted in the Promotion. All entries must be received by the end of the Promotion Period to be valid and no liability is accepted for illegal, incomplete or late entries.

5. To take part in the Promotion the participant must during the Promotion Period:
   ○ be located in Gothenburg, Sweden;
   ○ log on to his/her Instagram account (or create one) and follow Uber_Sweden on Instagram; and
   ○ create a post concerning IFK Göteborg and include the hashtag #UBERxIFK

6. Maximum of one entry per person during the Promotion Period. Any further entries submitted by one person will not be accepted and are ineligible to win.

7. The judging panel shall take place on 31 March 2017. The Promotion entries will be judged by an independent panel of judges, whose decision will be final, based on the following criteria: the most creative post will win. The judging panel will comprise of marketing managers at Uber and Uber’ general manager in Sweden. Each Participant that accepts a Prize in accordance with these Terms and Conditions is a “Winner”.

8. Each Winner will be offered the following (the “Prize”), subject to these Terms and Conditions: five (5) tickets to the football match played by IFK Göteborg on 1 April 2017 and a set with merchandise from IFK Göteborg. The value of the Prize is 3,000 Swedish Krona. The Prize does not include anything other than as set out in this paragraph.

9. Notification to Winners: each Winner will be contacted via a direct message on Instagram by 6:00 pm local time on 31 March 2017 and, if a Winner chooses to accept a Prize, will be provided with details on how to collect their Prize. Winners will be asked to confirm: (i) their email and telephone number that is connected with their Uber account; (ii) that they give permission to have their photo and/or video taken with their Prize; (iii) that they are over 18 and will be able to provide age verification (e.g., passport or driver’s licence) on delivery of the Prize; and (iv) that they will be available to receive delivery of the Prize for free at 10:30 am local time on 1 April 2017. They must confirm they are happy with all these terms by 9:00 am local time on 1 April 2017. If the Promoter cannot contact the Winner via the Instagram account provided at entry or if the Winner does not provide necessary confirmations prior to 9:00 am local time on 1 April 2017, the Promoter reserves the right to draw an alternative winner.

10. Each Winner who accepts a Prize will be announced on Uber_Sweden’s Instagram account.

11. Each Winner must be at the agreed delivery address (which will be confirmed with an Uber representative) to receive the Prize at 10:30 am local time on 1 April 2017. Delivery of the Prize is subject to any limitations imposed by Uber.

12. The Prize is non-transferable, non-exchangeable and has no cash alternative in whole or in part.

13. The Promoter assumes no responsibility for any typographical or other error in the administration of the Promotion, errors in processing entries, identifying the Winners, in the announcement of any Winner or the delivery of the Prize.

14. The Promoter reserves the right to replace the Prize (or any part of it) with an alternative prize of equal or higher value if circumstances beyond the Promoter’s control make it necessary to do so.

15. The decision of the Promoter regarding any aspect of the Promotion is final and binding and no correspondence will be entered into about it.

16. Third party terms and conditions apply to any part of the Prize, where applicable.

17. Participants are deemed to have accepted and agreed to be bound by these Terms and Conditions upon entry. The Promoter reserves the right to refuse entry, or refuse to award the Prize to anyone in breach of these Terms and Conditions. Extensions of deadlines are not permitted at any time.

18. The Promoter reserve the right to hold void, cancel, suspend, or amend the Promotion where it becomes necessary to do so. If for any reason the Promotion is not capable of running as planned for reasons (including but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion) the Promoter reserves the right to cancel or alter the Promotion in its sole
discretion. Participants acknowledge that the Promoter is not liable or responsible if any part of the Promotion is cancelled, varied or rescheduled for any reason.

19. Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate a participator accept any liability (whether direct, indirect, special, incidental, exemplary, punitive or consequential) for any loss, damage, personal injury or death arising out of or in connection with any participant’s participation in the Promotion or taking up the Prize, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not the Promoter or its affiliates have been advised of the possibility of such loss, damage, personal injury or death. Your statutory rights are not affected.

20. Any liability of the Promoter arising in connection with the Promotion shall be several and the Promoter accepts no joint and several liability in connection with the Promotion.

21. A Winner or participant who accepts a Prize may be required to participate in publicity related to the Promotion. By taking part in the Promotion you accept that your name and/or photograph may be used by the Promoter to announce the Winners and to promote itself in any media and in any format.

22. Any personal data entered through submissions within the Promotion and further information provided in relation to the reception of the Prizes will be used solely for the purposes set out in these Terms and Conditions. The personal data will only be processed (i.e. to handle the submissions, contact the Winners and participants, administrate the Prizes and for marketing purposes) in accordance with applicable data protection legislation. The Promoter will be data controller for the entered personal data. You are entitled to, once per year and free of charge, upon a signed request submitted to the address set out below, receive information about what personal data about you that the Promoter is processing, as well as information on the extent and purpose of such processing. The Promoter is also obliged to, at your request, correct any personal data about you that is incorrect, incomplete or misleading. The personal data will not be disclosed to any third party suppliers, except that it may, during the course of this Promotion, be passed on to third party suppliers if required for fulfillment/delivery/arrangement of a Prize.

23. The Promoter reserves the right to modify and amend these Terms and Conditions from time to time during the Promotion Period.

24. The invalidity or unenforceability of any provision, or part thereof, of these Terms and Conditions will not affect the validity or enforceability of any other provision or part thereof. In the event that any provision, or part thereof, of these Terms and Conditions is determined to be invalid or otherwise unenforceable or illegal, the other provisions, or parts thereof, will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Promoter’s failure to enforce any term of these Terms and Conditions will not constitute a waiver of that term or any other provision of these Terms and Conditions.
25. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in the Promotion–related materials and these Terms and Conditions, these Terms and Conditions shall prevail, govern and control and the discrepancy will be resolved in Promoter’s sole and absolute discretion.

26. Except where prohibited by law, participants agree that any dispute, conflict or controversy, howsoever arising out of or broadly in connection with or relating to the Promotion or the Prize awarded shall be resolved individually, without resort to any form of class action, and shall be first mandatorily submitted to settlement proceedings under the International Chamber of Commerce Mediation Rules (ICC Mediation Rules). If the said dispute has not been settled within sixty (60) days after a request for Mediation has been submitted under the said ICC Mediation Rules, such dispute shall be exclusively and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC Arbitration Rules). The ICC Rules’ Emergency Arbitrator provisions are excluded. The dispute shall be resolved by one arbitrator to be appointed in accordance with the ICC Rules. The place of arbitration shall be Amsterdam, The Netherlands. The language of the arbitration shall be English.

27. All issues and questions concerning the construction, validity, interpretation and enforceability of these terms and conditions, or the rights and obligations of the participants and the Promoter or its affiliates in connection with the Prize Draw or the Prize (whether contractual or non-contractual), shall be governed by, and construed in accordance with the laws of the Netherlands.

28. The Promoter of this Promotion is Uber B.V., of Vijzelstraat 68-78, 1017 HL Amsterdam, Netherlands, which may be contacted in relation to the processing of personal data or other inquiries through the following Uber app or www.help.uber.com.