

# DELSEY FLY ME TO ROLAND-GARROS PARIS\* GIVEAWAY

(\*FRENCH OPEN)

## OFFICIAL RULES

### NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

- 1. PROMOTION PERIOD:** The Delsey Fly Me to Roland-Garros Paris Giveaway (“Promotion”) begins on April 10, 2019 at 10:00 a.m. Pacific Time (“PT”) and ends on April 30, 2019 at 11:59:59 p.m. PT (“Promotion Period”).
- 2. ELIGIBILITY:** The Promotion is open only to legal residents of the 50 United States and the District of Columbia who are at least 18 years of age at the time of entry. Employees of Delsey Luggage, Inc. (“Sponsor”), any agencies involved in the Promotion, and each of their respective parent and affiliate companies, as well as the immediate family (spouse, parents, siblings and children, including “in-laws”) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.
- 3. HOW TO ENTER:** During the Promotion Period, you can enter the Promotion at <https://shop.delsey.com/giveaway> (the “Website”). Visit the Website and follow the instructions to register by submitting your complete and accurate information, including first and last name, full mailing address, email address, and phone number to receive one (1) entry into the Promotion. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Promotion. **Limit one (1) entry per person using only one (1) email address throughout the Promotion Period.**

Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant’s entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

- 4. RANDOM DRAWING:** Sponsor will randomly select one (1) potential Grand Prize winner from all eligible entries received during the Promotion Period, on or around May 3, 2019. The potential winner will be notified by email, mail or phone. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**5. GRAND PRIZE (1) AND APPROXIMATE RETAIL VALUE (“ARV”):**

A trip for two (2) to Paris, France consisting of the following:

- (i) round-trip, coach-class air transportation for Grand Prize Winner and one (1) guest between a major commercial U.S. airport near Grand Prize Winner’s residence to Paris, France (airports determined by Sponsor in its sole discretion);
- (ii) five (5) days, four (4) nights hotel accommodations for winner and guest (one (1) double occupancy room, room rate and tax only) (accommodations determined by Sponsor in its sole discretion);
- (iii) trip insurance;
- (iv) two (2) tickets to the June 5<sup>th</sup> ¼ finals of the French Open 2019;
- (v) One (1) 2-piece set of Delsey Chatelet Roland-Garros edition luggage for winner only; and
- (vi) \$500 pocket money.

Approximate Retail Value (“ARV”) of the Grand Prize trip package: \$6,380.

Actual value of the Grand Prize may vary based on airfare fluctuations and point of departure. The trip must take place between June 1, 2019 and Jun 8, 2019, or Grand Prize Winner may forfeit the Grand Prize in its entirety. Travel must be round-trip. Sponsor will determine airline, and flight itinerary in its sole discretion. No refund or compensation will be made by Sponsor in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Promotion, and those set forth by the Sponsor’s airline carrier, as detailed in the passenger ticket contracts. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, additional ground transportation, meals, incidentals, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of the Grand Prize winner. Travel package does not include transportation to the location of air travel departure, gratuities, bar, and beverage charges or items of a personal nature. Grand Prize winner’s travel companion must be at least eighteen (18) years of age or older as of the date of departure unless Grand Prize Winner is the travel companion’s parent/legal guardian. Travel companion must travel on same itinerary and at the same time as the Grand Prize winner. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. Grand Prize winner and travel companion are solely responsible for obtaining valid passports, visas and any other documents necessary for international travel. Grand Prize winner and travel companion are solely responsible for their own conduct while accepting the prize and agree to comply with all applicable laws and regulations pertaining to use and enjoyment of the prize, including, but not limited to, consumption of alcoholic beverages. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Tickets are subject to certain terms and conditions as specified thereon. Seat locations will be determined by Sponsor. Winner and guest must comply with all venue rules and regulations. Failure to do so may result in forfeiture of such portion of prize. In the event Sponsor is unable to provide tickets to the French Open 2019, no compensation or substitution will be provided in lieu thereof; however,

remainder of prize package will be awarded and Sponsor will have no further obligation to winner. Sponsor is not responsible for any carrier issues (flight delays, lost baggage, etc.) or issues with hotel accommodations, ground transfers, or sightseeing tour, which are provided by third parties who are solely responsible for the services they provide.

Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Winners are responsible for all taxes and fees associated with prize receipt and/or use.

All applicable taxes including federal, state, and local income taxes, if any, are the sole responsibility of the winner. No cash substitution, assignment, redemption for cash, or transfer of prize by winner is permitted. However, Sponsor reserves the right, in its sole and absolute discretion, to substitute any prize described herein, or any portion thereof, with an alternate prize of equal or greater value. Odds of winning depend on the number of eligible entries received during the entire Promotion Period.

6. **WINNER VERIFICATION AND CLAIMING THE PRIZE:** Potential winner is subject to verification of eligibility and compliance with these Official Rules. Potential winner is subject to review for eligibility by Sponsor, whose decision is final and binding in all matters related to the Promotion. Potential winner will be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsor, which must be returned within two (2) days of date appearing on prize notification. Return of prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact the potential winner within a reasonable time period or noncompliance with these Official Rules by any potential winner will result in disqualification and, at Sponsor's sole discretion, the prize may be awarded to an alternate winner from among all remaining eligible entries received. Potential winner that does not meet the requirements set forth in these Official Rules, as determined in the sole discretion of the Sponsor, will be disqualified. Potential winner may be required to furnish proof of being authorized account holder of the email address used to enter.

By accepting the prize, winner consents to the use of his/her name, address (city and state of residence), voice, and statements relating to the Promotion or Sponsor, and photographs or other likenesses, without further compensation, notification or permission in any publicity or advertising carried out by Sponsor or any related entities in any and all media now known or hereinafter developed without territorial or time limitation, except where prohibited by law.

7. **PROMOTION OPERATION:** Sponsor reserves the right in its sole discretion to cancel, modify or suspend this Promotion at any time, if fraud, technical failures, including any network server or hardware failure, viruses, bugs, errors in programming, or any other errors or other causes corrupt the administration, security, integrity or proper play of the Promotion. In the event of cancellation, prizes will be awarded in a random manner to be determined by Sponsor.
8. **RELEASE & LIMITATION OF LIABILITY:** As a condition of entering the Promotion, each entrant agrees, and as a condition of being awarded a prize, winner agrees, to release, indemnify and hold harmless Sponsor, their officers, directors, shareholders, members, employees, agents and assigns and all others associated with the development and execution of this Promotion (the "Released Parties") from and against any and all liabilities, claims, actions, lawsuits, judgments, costs and expenses, damages of any kind whatsoever, injuries,

or losses to persons or property arising from, resulting from or in connection with the Promotion, submitting an entry or otherwise participating in any aspect of the Promotion, the receipt, ownership, possession, use or misuse of any prize awarded (including any travel/activity related thereto) or any typographical or other error in these Official Rules or the announcement of offering of the prize. Released Parties are not responsible for (a) lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, web sites, or other connection, availability or accessibility problems arising in connection with or over the course of the Promotion; or (b) failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions or hardware or software malfunctions, failures or difficulties; or (c) failure of personal computers and/or software and hardware configurations, any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of any prize or in any prize notification documents or any other Promotion-related materials; or (d) for any other errors of any kind relating to or in connection with the Promotion, whether human, mechanical, clerical, electronic, or technical in nature, including, but not limited to, errors which may occur in connection with the administration of the Promotion or the processing of entries or the cancellation of the Promotion; or (e) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Promotion; or (f) damage to a user's system occasioned by participation in this Promotion or downloading any information necessary to participate in this Promotion; incomplete, illegible, misdirected, damaged, or lost entries; or any technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or utilized in this Promotion which may limit the ability to participate, or by any human error which may occur in the processing of the entries or otherwise in administering this Promotion.

As a condition of entering the Promotion, except as prohibited by law, participant agrees that: (1) under no circumstance will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses; (2) all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (3) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys fees or court costs.

9. **ADDITIONAL TERMS:** In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any Promotion materials, the details of the Promotion as set forth in these Official Rules shall prevail.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In particular, Sponsors' employees are not authorized to waive, modify or amend any provision or provisions of these Official Rules in any manner whatsoever.

10. **JURISDICTION/CHOICE OF LAW:** All participants consent to the jurisdiction and venue of the federal and state courts located in the State of Maryland for the resolution of any and all disputes or claims, and agree that all such claims shall be brought exclusively in one of those

courts. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the substantive laws of the State of Maryland without regard to the conflicts of law principles thereof.

11. **WINNER'S NAME:** To obtain the name of the winner, available after May 10, 2019 send an email to [contact@delseyluggage.net](mailto:contact@delseyluggage.net) no later than June 10, 2019.

**Sponsor:** Delsey Luggage, Inc., 6090 Dorsey Rd, Suite C, Hanover, Maryland, 21076.