

## **INSIGHT Terms and Conditions**

### **for the promotional contest of "INSIGHT TV LAUNCH EVENT"**

**14 October – 28 October 2019**

1. These are the terms and conditions (the "**Terms and Conditions**") for INSIGHT's promotional competition of for the promotion of INSIGHT's Epic Exploring Competition (the "**Promotion**").
2. The Promotion is brought to you by INSIGHT. References in these Terms and Conditions to INSIGHT are to TV Entertainment Reality Network B.V. a company registered in the Netherlands under company number 61267252, with its place of business at Hullenbergweg 413, 5<sup>th</sup> Floor, 1101 CS, Amsterdam Zuidoost, the Netherlands.
3. A person participating in this Promotion, (the "**Participant**"), agrees to be fully and unconditionally bound by these Terms and Conditions, and represents and warrants that they meet the eligibility requirements. In addition, the Participant agrees to accept the decisions of INSIGHT as final and binding as those decisions relate to the content of this Promotion.

#### **Duration**

4. The Promotion commences on 14 October 2019 at 16:00 CET and ends on 28 October 2019 at 23:59 CET. (the "**Promotion Period**"). The competition has been extended from its original date, which was 21 October 2019.

#### **Eligibility to enter**

5. Entry into the Promotion is open to all who have reached the age of 18 and fulfilled the conditions of paragraph 7 .
6. Directors, management and employees - including their immediate families - of INSIGHT and its related bodies corporate are excluded from entering the Promotion.

#### **Entry into the Promotion**

7. Participants may participate as many times as they wish within the Promotion Period. To enter the Promotion, a Participant must, during the Promotion Period:
  - a. Follow INSIGHT's Instagram account.
  - b. Find the code word hidden in INSIGHT's Instagram post about this competition, posted on October 14<sup>th</sup>, 2019 for the show Epic Explorers.
  - c. Use the code word in a creative way in an Instagram Story.
  - d. Tag INSIGHT's Instagram account @watchinsightTV in the story.
8. Entry into the Promotion is deemed acceptance of these Terms and Conditions by Participant.

9. INSIGHT reserves the right to, at any time, verify the validity of entries and Participants (including a Participant's identity and age), and to disqualify any Participants who tamper with the entry process or the operation of the Promotion or website or violates these Terms & Conditions. Failure by INSIGHT to enforce any of its rights at any stage does not constitute a waiver of those rights.

### **Selection of winner(s)**

10. Within one (1) week after the Promotion Period, of all Participants that have fulfilled all conditions, 2 (two) winners shall be selected at INSIGHT's sole discretion, and based on the creativity of their Instagram story.
11. One (1) winner will be selected from the United States of America; and one (1) other winner will be selected from a country located outside of the United States of America.
12. The selected winner from the United States of America shall win the prize (as further described in paragraph 15). The winner shall be notified by direct contact via Instagram.
13. The selected winner from outside the United States of America shall win the prize (as further described in paragraph 16) The winner shall be notified by direct contact via Instagram.
14. The selection of the winners is final and any correspondence regarding the selection will not be handled.

### **The prize**

15. The winner from the United States of America will receive a trip with a friend of 2 (two) days in a selected location (TBC) within the United States of America, including travel and hotel, and a one-day exploring trip with the host of the show.
16. The winner from outside the United States of America will receive a trip with a friend of 2 (two) days in Bulgaria, including flights and hotel, and a one-day exploring trip with the host of the show.
17. Both prizes stated in paragraphs 15 and 16 do not include any other expenses than what has been highlighted above.
18. Winners and friends must obtain required travel documents ahead of the prize trip and are responsible for ensuring that they are available for travel, and hold valid visas, passports and travel insurance for the prize trip.
19. The winner accepts that the prize is subject to the availability of the host of the show, which may be limited and that the planning of the trip is subject to this availability. The date of the prize trip will be determined once the Promotion is complete. Dates once notified cannot be changed.
20. The overall monetary value of the prize is up to €1,500.00 (one thousand five hundred EURO). The prize is not exchangeable or redeemable for cash or other goods or services.
21. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms set forth in these Terms and Conditions, and those set forth by INSIGHT's airline carrier of choice.

22. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Winner's travel companion must be at least eighteen (18) years of age or older as of the date of departure and must travel on same itinerary and at the same time as the winner.
23. INSIGHT will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. INSIGHT (including its officers, employees and agents) excludes all liability (including negligence) for any personal injury or any loss or damage otherwise arising out of or in connection, directly or indirectly, with the Promotion, the prize, technical difficulties or equipment malfunction (whether or not under INSIGHT's control).
24. INSIGHT reserves the right to substitute a prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason.
25. To the fullest extent permitted by law, by entering the Promotion, each Participant agrees to release and hold INSIGHT and its respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and prize suppliers (collectively, the "**Released Parties**") harmless, from and against any claim or cause of action, including, but not limited to, personal injury, damage to or loss of property arising out of participation in the Promotion or receipt or use or misuse of any prize, except for damage caused by Released Parties' intentional or gross negligence, or if the Released Parties cause any personal injury, bodily harm or death, or by Released Parties' breach of any of its material obligations under these Terms and Conditions.

#### **Entries**

26. All Promotion entries and any accompanying material submitted to INSIGHT will become the property of INSIGHT on receipt.
27. By submitting a Promotion entry and any accompanying material, the Participant agrees to:
  - a. assign to INSIGHT all the Participant's intellectual property rights with full title guarantee; and
  - b. waive all moral rights,  
  
in and to the Participant's Promotion entry and otherwise arising in connection with the Promotion entry to which the Participant may now or at any time in the future be entitled anywhere in the world.
28. The Participant agrees that INSIGHT may, but is not required to, make the Participant's entry available on its website and any other media, whether now known or invented in the future, and in connection with any publicity of the Promotion and of INSIGHT. The Participant agrees to grant INSIGHT a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the Promotion entry, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Promotion entry.

#### **Notification of the winner**

29. The winner will be notified by INSIGHT within one week of being selected. If the winner does not respond within 48 hours the prize may be forfeited and INSIGHT may, at its discretion, select an alternate winner. The winner will be requested to provide the necessary contact

details. Each winner and its companion must travel on the dates determined by INSIGHT in its sole discretion or prize will be forfeited.

30. INSIGHT reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion should a virus, bug, non-authorized human intervention, fraud, or other cause beyond Insight's control corrupt or affect the administration, security, fairness, or proper conduct of the Promotion. In such case, INSIGHT may draw a winner from all eligible entries received prior to and/or after (if appropriate) the action taken by INSIGHT.

#### **Entry details and privacy**

31. Acceptance of the prize constitutes permission for INSIGHT to use the winner's name and entry for purposes of promoting INSIGHT without further compensation, unless prohibited by law. Personal data shall not be disclosed to any third party without explicit prior consent.
32. INSIGHT will use Participant's personal data provided in connection with this Promotion for the purposes of facilitating the conduct of the Promotion and awarding any prizes (including to any applicable statutory authorities) and to conduct marketing activities. Without limiting the foregoing, information submitted with an entry connection with this Promotion is subject to Insight's Privacy Policy as stated on [www.insight.tv](http://www.insight.tv).

#### **Tax Implications**

33. INSIGHT accepts no responsibility for any individual income tax implications that may arise from accepting a prize. Independent financial advice should be sought.

#### **Limitation of liability and variation of terms**

34. If any act, omission, event, technical errors or circumstance occurs which is beyond the reasonable control of INSIGHT and which prevents INSIGHT from complying with these Terms and Conditions, INSIGHT will not be liable for any failure to perform or delay in performing its obligations. INSIGHT reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend the Promotion.
35. INSIGHT, its related bodies corporate and their respective officers, employees and contractors will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this Promotion, the Promotion or the use of the prize, including but not limited to any breach of these Terms and Conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy ("**Damage**") whatsoever, including but not limited to direct, indirect and consequential Damage, including Damage that cannot reasonably be considered to arise naturally and in the ordinary course of things.

#### **Miscellaneous**

36. A copy of these terms and conditions can be obtained by means of sending an e-mail to [insighttv@waytoblue.com](mailto:insighttv@waytoblue.com). This e-mail address can also be used in case of questions or complaints about the Promotion. Complaints will be dealt with by INSIGHT's legal team.
37. The Promotion complies with the Dutch Code of Conduct for Promotional Games of Chance 2014 and is governed in accordance with the laws of the Netherlands. As a condition of participating in this Promotion Participant agrees that any and all disputes that cannot be resolved between the parties shall be submitted to the competent Court of Law at Amsterdam, the Netherlands.