# TERMS AND CONDITIONS OF THE KEUKENHOF ORCHIDS PROMOTION

#### 1. Terms and conditions

- 1.1. These terms and conditions (hereinafter referred to as "terms and conditions") apply to the "Keukenhof orchids" promotion (hereinafter referred to as the "promotion") organized by Orchidee Nederland, located, and headquartered at the World Horti Center, Europa 1, Naaldwijk (hereinafter referred to as "Orchidee Nederland").
- 1.2. The promotion is organized to promote plants.
- 1.3. By participating in the promotion, participants declare their agreement with the applicability of these terms and conditions.

## 2. Promotion period

2.1. The promotion starts on March 21, 2024, and ends on May 12, 2024 (hereinafter referred to as the "**promotion period**"). Participation after May 12, 2024, at 23:59 is no longer possible. The promotion is exclusively held in the Netherlands.

## 3. Participation

- 3.1. Participation in the promotion is open to all natural persons aged 16 and over, who have a fixed place of residence where they are registered as residents. Participants can enter the promotion as many times as they wish.
- 3.2. Participation is excluded for employees (and cohabiting partners or family members of employees) of Orchidee Nederland and companies engaged by Orchidee Nederland in the organization of the promotion.
- 3.3. Orchidee Nederland reserves the right to disqualify a participant if it believes that the participant is not acting in accordance with these terms and conditions or if it believes that the participant is engaging in fraudulent behavior.
- 3.4. During the promotion period, participation in the promotion is as follows:
  - Visit the Beatrix pavilion in Keukenhof during the promotion period to participate in the promotion.
  - Any participant who finds the 11 different orchids at Keukenhof during the promotion period can share the result to enter the prize draw.
  - Visit <a href="https://www.orchidsinfo.eu/en/winaction/">https://www.orchidsinfo.eu/en/winaction/</a> ("promotion site") by May 12, 2024, and fill in the answers and your email address.
  - Agree to the terms and conditions by checking the designated box.

- If the participant is eligible for a prize, they will be contacted after May 12, 2024.
- Only individuals who have registered correctly and on time via the method mentioned above will be eligible for the promotion.

#### 4. Prize

- 4.1. In this promotion, 10 winners will each receive 1 prize. The prize is an orchid arrangement worth euro 70 each. The prize will be sent by an orchid grower to the address provided by the participant. The above prize elements are indicative and may be subject to change. The total value of the prize pool is euro 700 (10 \* €70). The prize is not transferable to others and is not exchangeable for cash, (other) vouchers, or another prize.
- 4.2. Any applicable gaming tax due on the prize is entirely borne by Orchidee Nederland.

#### 5. Selection and announcement of winners

- 5.1. An independent third party determines, through a draw prior to the promotion, and no later than May 12, 2024, a date and time (day/month/hour/minute/second) that will be the "winning time" for each of the 10 prizes. The jury and organizer will maintain strict confidentiality regarding the winning times for the duration of the promotion period. 5.2. Winners will be notified via the email address provided on the promotion site that they have won. Winners will be asked to provide their name, address, and email address for prize fulfillment. Confirmation will be sent to the provided email address. The main prizes will be delivered to the address provided by the winner.
- 5.3. Winners have until May 15, 2024, to notify info@orchidsinfo.eu of any changes to the provided address. If, unfortunately, an error occurred in the provided address, it cannot be changed after this date.
- 5.4. There will be no correspondence about the results.

# 6. Liability

- 6.1. Orchidee Nederland is, to the extent permitted by law, not liable for any damages of any kind arising from or related to (participation in) the promotion. Orchidee Nederland netherlands is not liable for any damage or injury to property and/or persons resulting from the use or deployment of the prize.
- 6.2. Orchidee Nederland takes the greatest care in organizing the promotion. Nevertheless, it may occur that the information displayed or provided is not complete or incorrect. Any inaccuracies, typographical errors, or other similar errors in any promotional materials of any kind published by Orchidee Nederland cannot be attributed to Orchidee

Nederland nor create any obligation for Orchidee Nederland. To the extent permitted by law, neither Orchidee Nederland nor parties involved in this promotion can be held liable for any loss or damage caused in connection with this promotion.

- 6.3. Orchidee Nederland is, to the extent permitted by law, not liable for (the consequences of) any defects in the prize provided by Orchidee Nederland and/or third parties. Participation in the promotion and use of the prize is entirely at the participant's own risk. Orchidee Nederland therefore accepts no liability regarding the prize. The participant acknowledges that any conditions applicable to the prize have been made available to them.
- 6.4. The above exclusions of liability of Orchidee Nederland also apply to subcontracted personnel and third parties engaged by Orchidee Nederland.
- 6.5. The participant indemnifies Orchidee Nederland from all claims from third parties related to their participation in the promotion.

## 7. Privacy

- 7.1. Orchidee Nederland collects and processes personal data for the purpose of organizing the promotion. Processing your personal data is necessary for the performance of a contract within the meaning of article 6(1)(b) of the general data protection regulation (2016/679).
- 7.2. Orchidee Nederland processes your personal data in accordance with its privacy policy, which can be consulted at <a href="https://www.orchidsinfo.eu/en/privacy-statement/">https://www.orchidsinfo.eu/en/privacy-statement/</a> (hereinafter referred to as the "privacy statement"). The privacy statement provides information about your privacy rights. To the extent that this article 7 deviates from the privacy statement, the provisions of this article 7 shall prevail.
- 7.3. The personal data of participants and winners may be provided to other group companies of Orchidee Nederland and to third parties assisting in the organization of the promotion, including parties supplying and delivering the prizes and parties assisting in promotional activities related to the promotion.
- 7.4. Your personal data will only be stored for as long as necessary for the organization of the promotion.
- 7.5. If you do not provide your personal data, you cannot participate in the promotion.

## 8. Complaints

8.1. Questions, comments, or complaints about the promotion or these terms and conditions can be made known to Orchidee Nederland, located at World Horti Center, Europa 1 te Naaldwijk.

8.2. Orchidee Nederland will make every effort to handle any complaints as soon as reasonably possible. If the complainant believes that their complaint has not been adequately addressed, a written complaint can be submitted to the Netherlands Kansspelautoriteit, Postbus 298 (2501 CG) Den Haag.

#### 9. Other

- 9.1. These Terms and Conditions can be consulted on the Promotion Site and will be sent in writing upon request by sending a self-addressed and stamped envelope to Orchidee Nederland, Europa 1, 2672 ZX, Naaldwijk.
- 9.2. Orchidee Nederland reserves the right, at its own discretion and without prior notice, to amend the Promotion and/or these Terms and Conditions during the duration of the Promotion, or to discontinue the Promotion without giving any reason, without Orchidee Nederland being liable to compensate the participant in any way. Any changes to the Promotion and/or these Terms and Conditions or the discontinuation of the Promotion will be announced by Orchidee Nederland on the Promotion Site.
- 9.3. If one or more provisions of these Terms and Conditions are declared void or are annulled, Orchidee Nederland is entitled to establish one or more replacement provisions that approximate the nature and scope of the void or annulled provision as much as possible without being void or annulled itself.
- 9.4. Dutch law applies to the Promotion and these Terms and Conditions. Any disputes arising from these Terms and Conditions or the Promotion can only be submitted to the competent court in The Hague. 9.5. This Promotion complies with the Code of Conduct for Promotional Games of Chance.

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