

KYB 12 Days of Christmas Competition - Terms & Conditions

The organiser of this KYB 12 Days of Christmas Competition (hereinafter referred to as the “**Competition**”) is KYB Europe GmbH (“**KYB / We / Us / Our**”).

By entering the Competition, you (hereinafter referred to as the “Participant(s)”) are deemed to accept these Terms and Conditions.

All Participants must be at least 18 years old and a resident of Austria, Belgium, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Malta, Moldova, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Ukraine, United Kingdom.

The Competition is open only for Participants being directors, officers, and employees of KYB’s and KYB’s affiliated branches’ customers and for Participants being directors, officers, and employees of a workshop purchasing from a KYB or a KYB’s affiliated branches’ customer(s).

Details of the Competition.

- The Competition will open for Participants at 09.00 GMT on 11th December 2023 and will close at 23.59 GMT on 22nd December 2023 (“the **Competition Period**”).
- Each day during the Competition Period shall constitute a separate competition (“the **Daily Competition**”), each such competition being subject to these terms and conditions.
- Entries by Participants received on each day during the Competition Period shall be entered into the Daily Competition for that day and no other. Entries by Participants received after the close of the Competition Period will not be accepted at all.
- To win a Daily Competition, Participant must correctly answer a multiple-choice question on the competition entry form and successfully complete the procedure as described below under the section “Prizes and judging”. Every Participant who answers the questions correctly is entered into the prize draw as described below and only one Participant can win the prize per each day of a Daily Competition.

How to Enter

- All Participant’s entries to each Daily Competition must be made using the official entry form on KYB’s Website (www.kyb-europe.com/christmas) (“the **Entry Form**”).
- By submitting an entry for a Daily Competition, Participant is agreeing to be bound by these terms and conditions.
- Entries by Participants made for one Daily Competition will not rollover to subsequent Daily Competitions.
- Participant may only enter each Daily Competition once. All additional entries will be disqualified.

- No third party or bulk entries shall be allowed. If it becomes apparent to Us (in Our reasonable opinion) that a Participant is using any means to circumvent this condition such as, and without limitation, multiple email accounts, multiple reproduced or computer-generated entries, using multiple identities, fraudulently falsifying data, acting fraudulently or dishonestly or otherwise acting in violation of these terms or the spirit or intention of the Daily Competition, such Participant will be disqualified, and any prize entitlement will be void.
- The Participant's entry details must specify which country the Participant is based in.
- The Participant must provide a current, accurate and valid e-mail address.
- No purchase or similar is necessary to enter each Daily Competition, i.e., the Competition / Daily Competition is free to enter.

Prizes and judging

- The winner of each Daily Competition will be drawn at random (by a computer randomised generator) from all Participants that have entered a Daily Competition and correctly answered the multiple-choice questions for that Daily Competition.
- Winners for each Daily Competition will be identified within 28 calendar days of the end of the Competition Period.
- The winners will be contacted using the e-mail addresses provided on the Entry Form.
- If the winner cannot be contacted or does not claim the prize within 14 calendar days of notification, KYB reserves the right to withdraw the prize from the winner and pick a replacement winner. We do not accept any responsibility if you are not able to take or claim the prize either through a failure to supply correct contact details on the Entry Form or otherwise.
- KYB reserves the right to substitute a prize of equal or greater value should circumstances outside its control make this necessary.

Copyright and usage

- By entering each Daily Competition, Participant confirms and agrees that:
 - Participant's name is allowed to be mentioned in any post-competition publicity.
 - Participant's entrants' details will be stored for the purposes of the Competition. By entering the Competition, Participant agrees that We can collect, save and process the personal data provided ("the **Data**") for the sole purpose of the Competition.
 - Subject to the foregoing, all data of each Participant will be deleted after one month of the end of the Competition Period.
- We must publish, or make available, information that indicates that a valid award took place. To comply with this obligation, We may publish (or may available to anyone that emails Us to request confirmation of the winners within one month of the end of the Competition Period) each winners name and town of residence .
- If Participant objects to any or all of his/her name, age, town of residence and likeness being published or made available, Participants must please contact Us.

In such circumstances, We must still provide the information and winning entries to the Advertising Standard Authority on request.

General

- KYB reserves the right to hold void, suspend cancel or amend the Competition, the rules and the terms and conditions of entry at any time and without prior notice. Any changes will be posted either within these terms and conditions or in the Competition details.
- Employees of KYB, their agents or their families may not enter this Competition.
- We shall have no responsibility for Competition entries that are lost, mislaid, damaged or delayed in transit, regardless of the cause, including (but not limited to) network failure, computer hardware failure, software failure, technical malfunction of any kind.
- Insofar as is permitted by law, We shall have no liability for any loss, damage, personal injury or death occurring as a result of taking up the prize. Participant's statutory rights are not affected.
- A Participant is responsible for informing KYB of any changes to the information entered, in particular of any change of contact details as entered on the Entry Form at any time after submission and before the winners are selected to secure his/her proper participation in the Competition.

Registered office: KYB Europe GmbH, Margaretha-Ley-Ring 2, 85609 Aschheim, Germany.

The rules of this Competition shall be construed and governed in accordance with English Law and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.