

Switch for Tomorrow

COMPETITION

TERMS & CONDITIONS

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**Note: These TERMS AND CONDITIONS, as first published on June 17<sup>th</sup>, 2023 were amended on June 29<sup>th</sup>, 2023 in order to extend the duration of the CONTEST. The original end date (July 1<sup>st</sup>, 2023) was extended to July 12<sup>th</sup>, 2023.**

## **1. GENERAL**

- These terms and conditions (“TERMS AND CONDITIONS”) apply to the “**Switch For Tomorrow**” competition (referred to below as the “CONTEST”).
  - The organizer of the CONTEST is WeAreOne.World bv, with registered offices at Korte Vlierstraat 6, 2000 Antwerp, Belgium and registered with the Crossroads Bank of Enterprises under number 0867.239.782 (referred to below as the “ORGANIZER”), alone or together with a partner or a third party on the ORGANIZER’s behalf.
  - By entering the CONTEST, the competition entrant (the “ENTRANT”) acknowledges having read, understood and fully accepts these TERMS AND CONDITIONS, which can be consulted on the ORGANIZER’s website, together with any specific instructions and terms for such competition which may be mentioned in any electronic messages, or on the ORGANIZER’s website, or communicated to the ENTRANT in any other way (“COMPETITION INFORMATION”). Such COMPETITION INFORMATION shall prevail in the event any inconsistency with these TERMS AND CONDITIONS.
  - ORGANIZER has the right, in its sole discretion, to amend the CONTEST, COMPETITION INFORMATION, and/or these TERMS AND CONDITIONS from time to time and will keep the ENTRANT adequately informed.
  - The invalidity or unenforceability of any provision of these TERMS AND CONDITIONS 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 TERMS AND CONDITIONS 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 the event that any ENTRANT does not, or is unable to, comply with and meet these TERMS AND CONDITIONS and/or the COMPETITION INFORMATION, ORGANIZER shall be entitled at its sole discretion to disqualify such ENTRANT, without any further liability to such ENTRANT. In these circumstances, any prize(s) won by the ENTRANT may be forfeited and ORGANIZER reserves the right to reclaim any prize(s) already distributed to the ENTRANT. Any ENTRANT must comply with any reasonable directions given to him or her by ORGANIZER including but not limited to any and all relevant laws, rules and applicable regulatory codes.
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- A hard copy of the present TERMS AND CONDITIONS can be obtained by sending a request to the following address: WeAreOne.World bv, attn. partnerships department, Korte Vlierstraat 6, 2000 Antwerp, Belgium.

## **2. ENTRANTS**

- The CONTEST is open to natural persons from all nationalities. ENTRANTS must be at least 18 years of age when entering the CONTEST.
- Staff and co-workers of the ORGANIZER as well as staff and co-workers of other companies that are (directly or indirectly) concerned with the organization of this CONTEST and those living in the same household of each such individuals are explicitly excluded to enter the CONTEST..
- Entering the CONTEST is free of charge and does not imply any purchase obligation.

## **3. DURATION**

- The CONTEST opens the 17<sup>th</sup> of June 2023 and closes the 12<sup>th</sup> of July 2023 or any other date(s) as decided and communicated by ORGANIZER.
- Any entries received before the opening and after the closing of the CONTEST will be invalid and will not be entered into the CONTEST. The date of the entries will serve as proof.

## **4. PRIZE**

- Only 1 person shall each be rewarded as the winner (“the “WINNER”) of the CONTEST.
  - The WINNER shall receive the following competition prize (the “PRIZE”) for him/herself and one person appointed by the WINNER (1 per person):  

A Full Madness Pass for Weekend 2 (28, 29 and 30 July 2023) of the festival “Tomorrowland 2023” in Provinciaal Domein De Schorre, in Boom (Belgium) (“The FESTIVAL”)
  - All products and/or services related to the FESTIVAL other than those explicitly mentioned above, are excluded from the PRIZE.
  - The PRIZE is personal and non-transferable. It shall only be awarded to the WINNER and can only be claimed by the WINNER in accordance with the TERMS AND CONDITIONS. The PRIZE cannot be exchanged for other products, services nor cash. The PRIZE is indivisible and can only be accepted as such.
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- The WINNER acknowledges that ORGANIZER's general terms and conditions (as available on ORGANIZER's website) shall apply to any tickets which are part of the PRIZE.

## 5. ENTRY

- ENTRANTS may enter the competition by submitting their Switch for Tomorrow on the Switch for Tomorrow website (switchfortomorrow.tomorrowland.com) (the "CONTEST PAGE") and sharing their Switch for Tomorrow with the generated image as a post on one of their social media channels (being Facebook, Instagram and/or Twitter) while mentioning the hashtag #switchfortomorrow.
  - Participation to the CONTEST is only possible via the CONTEST PAGE and subsequent sharing with hashtag on Facebook, Instagram and/or Twitter. In order to enter the CONTEST an internet connection is required. Any costs related to such internet connection are entirely borne by the ENTRANT. Any such costs cannot be reimbursed by the ORGANIZER.
  - In order to validly enter the CONTEST, the ENTRANT must login on the CONTEST PAGE with its Tomorrowland Account and complete the Switch for Tomorrow form on the CONTEST PAGE:
    - The ENTRANT's Switch for Tomorrow,
    - Confirmation of legal age (18+) and residency in (place),
    - Acceptance of the TERMS AND CONDITIONS and privacy policy
  - By entering the CONTEST, ENTRANTS warrants that all information submitted by them is true, current, and complete. Only fully completed entries will be considered valid and will be taken into account in the CONTEST.
  - The ENTRANT shall refrain from submitting material that may be considered illegal, damaging, obscene, threatening, infringing third parties' privacy or intellectual property or trademark rights, politically incorrect, inciting to violence, racist, disrespectful, or in general contravening public order or common decency or for other reasons is not suitable for publication. The ORGANIZER reserves the right to refuse such entries at his sole discretion and without prior notification.
  - The ORGANIZER reserves the right at its discretion and at any time to reject any entries that are incomplete, incomprehensible, incorrect, inaudible, lost, damaged in any way, made or received after the deadline for receiving entries has passed or which are otherwise deficient or not in accordance with the present TERMS AND CONDITIONS. The ORGANIZER also reserves the right to reject entries that are unlawful, indecent, racist, inflammatory, defamatory or which can
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be considered to be otherwise harmful or offensive in any way. The ORGANIZER accepts no responsibility for any incorrect, incomplete, late, lost or misdirected entries included but not limited to entries not (or not completely) received due to technical disruptions or issues, network congestion, loss in service of online entry mechanisms, computer or technical errors or any other reason. The ORGANIZER cannot enter into correspondence with ENTRANTS who experience difficulties when entering online. Any entries received which are in any way in breach of these terms and conditions will be void and will be disqualified from the CONTEST.

- There is a limit of one entry per person. Entries received that exceed this limit will be invalid and will not be entered into the CONTEST. No more than one prize per person will be awarded. Entries submitted through agents or third parties or in bulk (i.e. more entries than a human being could submit in the time available without the use of software or other devices designed to make automated entries) will not be accepted.
- In the event of any fault, mistake, misunderstanding or dispute concerning the correctness or acceptability of the entry or any answers given by ENTRANTS (if applicable), or the operation of any part of the CONTEST, the decision of ORGANIZER shall be final and no correspondence will be entered into.
- ORGANIZER will not be liable to reimburse expenses incurred in making an entry in the CONTEST.
- Any ENTRANT who enters or attempts to enter the CONTEST in a manner, which in ORGANIZER's determination is contrary to these TERMS AND CONDITIONS or by its nature is unfair to other ENTRANTS may be removed from the CONTEST at ORGANIZER's sole discretion.

## **6. SELECTING THE WINNER**

- The WINNER will be randomly selected from all correct and valid entries, in accordance with the laws of chance and, if required by law or regulation, under the supervision of an independent observer.
  - The WINNER will be selected within 3 days of the date on which the CONTEST closes and in the sole discretion of ORGANIZER. The selection of the WINNER by the ORGANIZER shall be final and no correspondence will be entered into about the TERMS AND CONDITIONS, the organization, the selection of the WINNER, the PRIZE and/or the result of the CONTEST.
  - Should more prizes be claimed than are available for any reason, a simple prize draw will take place for the available prize(s).
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ORGANIZER may in its sole discretion refuse to provide a prize, or seek its recovery, in the event of non-entitlement under these TERMS AND CONDITIONS or an ENTRANT's breach of these TERMS AND CONDITIONS, in case of fraud, dishonesty, or other inappropriate or improper conduct including but not limited to the use of technology which enables an ENTRANT to evade entry requirements.

## **7. CONTACTING THE WINNER**

- ORGANIZER will attempt to notify the WINNER within 7 days of the date on which the CONTEST closes. The WINNER will be contacted via the e-mail address or phone number linked to its Tomorrowland Account and/or via the social media account through which the Switch for Tomorrow was posted. The WINNER will have a specified fixed time period, as indicated in the notification from the ORGANIZER, in which to claim his or her PRIZE. If ORGANIZER is unable to notify the WINNER, or if the WINNER fails to respond within the fixed time period as specified and/or provide an address for delivery of the PRIZE, this may result in forfeiture of the PRIZE and ORGANIZER reserves the right to select an alternative winner by random pick in accordance with these TERMS AND CONDITIONS.
- ORGANIZER shall within 21 days from the date on which the WINNER is selected, inform the WINNER about the collection of the PRIZE, unless otherwise specified to the WINNER. The PRIZE will be delivered to the (digital) address provided by the WINNER. Delivery restrictions may apply, as communicated by ORGANIZER to the WINNER. No cash equivalent (where applicable) or alternative prize will be given and the PRIZE is non-transferable and non-exchangeable. However, ORGANIZER reserves the right to change the PRIZE due to circumstances beyond its control or to offer an alternative of similar value.

## **8. PRIVACY**

- By logging in with the Tomorrowland Account on the CONTEST PAGE and submitting his/her personal details, the ENTRANT agrees to ORGANIZER processing those details for the sole purpose of the CONTEST (including announcement of the WINNER) and in accordance with ORGANIZER's privacy policy which can be viewed at [www.tomorrowland.com/privacy](http://www.tomorrowland.com/privacy).
- ORGANIZER shall comply with all applicable requirements of the General Data Protection Regulation, any successor legislation or other applicable law.

## **9. INTELLECTUAL PROPERTY RIGHTS (INCLUDING PORTRAIT RIGHTS)**

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- ENTRANTS warrant that they are the copyright owners of any copyright works submitted, e.g. photographs and drawings, and ORGANIZER's use of such works (which ENTRANT permits) will not infringe the rights of any third party.
  - The ENTRANT grants ORGANIZER a free, worldwide, transferable and non-exclusive right to use, reproduce and distribute the submitted material within the framework of the CONTEST, and/or any of ORGANIZER's activities including but not limited to his/her activities at the FESTIVAL's site and to use the submitted material for internal and external communication and marketing purposes without any limitation in time or territory.
  - Moreover, the ORGANIZER shall have the royalty-free right to use and distribute the submitted material in whole or in part in any format and via all (social) media known to the public. The ORGANIZER reserves the right to adapt or arrange the submitted material depending on the needs of the medium by all technical means processes, however with respect for the integrity of the ENTRANT.
  - If the ENTRANT is proclaimed as WINNER of the CONTEST, the ENTRANT also grants the ORGANIZER the free, worldwide, transferable and non-exclusive right to use, reproduce and distribute his/her name, surname, image and voice as well as any material created in the collection of the PRIZE within the framework of the CONTEST and for internal and external communication and marketing purposes without any limitation in territory, this through all media for a period of 1 month after the FESTIVAL.
  - The ENTRANT waives any and all right to compensation in any form whatsoever for the grant of rights as described in this clause.
  - The ENTRANT shall defend and hold harmless the ORGANIZER from and against any claim from any third party including a collecting rights society, with regard to the material submitted by the ENTRANT, notwithstanding the right of ORGANIZER to refuse or withdraw the material at its sole discretion and without prior notice.
  - The WINNER may create content for use on social media regarding the PRIZE in mutual agreement with the ORGANIZER.

## **10. LIABILITY**

- To the maximum extent permitted by applicable law, the ORGANIZER cannot be held responsible for any damage of whatever nature as a consequence of the organization of or entering into the CONTEST, the selection of the WINNER, the awarding of the PRIZE or the consequences of accepting the PRIZE.
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- The ORGANIZER reserves the right to modify, revise, interrupt, cancel, postpone the CONTEST or any aspect thereof in case of Force Majeure or in general circumstances beyond control of the ORGANIZER, amongst others but not limited to a court decisions, without this giving rise to any liability, claim and/or damages.
  - Printing, spelling or setting faults or technical or other problems with respect to or on the occasion of the CONTEST cannot be used to claim any kind of damages, obligation or liability on the part of the ORGANIZER, nor can the ORGANIZER be held liable for a technical problem whereby the CONTEST cannot be entered, nor for technical problems that may impede the continuous and uninterrupted course of the CONTEST.
  - The ORGANIZER can under no circumstances be held responsible for incorrect personal details (name, telephone number, address, e-mail address, etc.) provided by the ENTRANT, resulting in an incorrect or unknown address of the ENTRANT.
  - If the PRIZE does not arrive on time as a result of loss and/or delay in delivery by the postal services, and/or the postal services damage (part of) the PRIZE deliberately or otherwise, the ORGANIZER can under no circumstances be held liable.

## **11. COMMUNICATION AND DISPUTES**

- No communication, other than mentioned in the present TERMS AND CONDITIONS shall take place regarding the CONTEST, neither by telephone nor in writing.
- The relationship between the ORGANIZER and the ENTRANT is governed by Belgian law only. Any disputes between the ORGANIZER and an ENTRANT concerning the existence, interpretation, carrying out and consequences of this CONTEST and the present TERMS AND CONDITIONS, fall under the exclusive jurisdiction of the courts of Antwerp, Belgium.

## **12. CANCELLATION OF THE FESTIVAL / FORCE MAJEURE**

- In case the PRIZE cannot be awarded due to cancellation of the FESTIVAL or Force Majeure, the ORGANIZER will be released from its obligations towards the WINNER and will have no further liability towards the WINNER or ENTRANT.
  - The term Force Majeure as used in the present Terms and Conditions shall mean any cause or causes not reasonably within the control of ORGANIZER and which, by the exercise of reasonable diligence, ORGANIZER is unable to prevent or overcome, including acts of God; strikes, lockouts or other industrial disturbances; acts of the public enemy, acts of terror,
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sabotage, wars, blockades, military action, insurrections or riots; epidemics; landslides, subsidence, lightning, earthquakes, fires, storms or storm warnings; crevasses, floods or washouts; civil disturbances; explosions, inability of ORGANIZER to obtain, after the exercise of reasonable diligence, necessary materials, supplies, rights of way or permits; or any action or restraint by any governmental authority.

### **13. GENERAL TERMS AND CONDITIONS OF THE FESTIVAL**

By entering this CONTEST, the ENTRANT explicitly acknowledges having read, understood and fully agrees to the general terms and conditions of the FESTIVAL which can be found here:

<https://www.tomorrowland.com/en/festival/practical/general-terms-conditions>

### **14. CONTACT**

For any questions or complaints regarding the CONTEST, please contact:

WeAreOne.World BV, partnerships department, Korte Vlierstraat 6, 2000 Antwerpen

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