

## SUP Summer Action Steel Blue

### GENERAL

1. The promoter is Footwear Industries Pty Ltd (ABN 15 068 608 917) trading and Steel Blue Europe (EMEA) BV, Wittevrouwen 15, 1358 CD Almere NL, P.O. Box 140, 1500 Zaandam NL. T: +31 (0)36-3030280.
2. Information on how to participate in the "SUP Summer Promotion" Promotion is part of these terms and conditions ("TERMS and CONDITIONS"). Participation in this Promotion will be deemed to constitute acceptance of these terms and conditions.
3. Participation is only allowed for residents of the Netherlands aged 16 and older.
4. Entrants aged between 16 and 18 (excluding 18-year-olds) must obtain the approval of a parent and/or guardian in order to enter the Promotion. In addition, the participant's parent and/or guardian must read and accept these terms and conditions. The parent and/or guardian may be required by the Promoter to provide further approval as proof of the minor's agreement to this Promotion.
5. Employees (and immediate families) of the Promoter and agencies associated with this Promotion are not eligible to participate in this Promotion. Immediate family includes: spouses, ex-spouses, legal spouses, children, stepchildren, adaptation children, parents, stepparents, grandparents, step-grandparents, uncles, aunts, nephews, nieces, brothers, sisters, step-brothers or step-sisters.
6. Promotion starts at 12:01 (CET) on 01/05/2023 and ends at 11:59 (CET) on 30/08/2023 (hereinafter: "Promotion Period").
7. Participants must complete the following steps during the Promotion Period:
  - a. purchase a selected pair of Steel Blue work boots from a participating store (in-store or online);
  - b. fill in the entry form ("entry form") attached to these terms and conditions in the store and check that all details have been completed;
  - c. Attach a copy of the voucher to the entry form as proof of purchase.
8. The Promoter reserves the right to verify the validity of entries and entrants (including the entrant's identity, age and place of residence) and to disqualify any Entrants who submit an entry form that contravenes these Terms or who are in breach of the entry process. Errors and omissions may be accepted at the discretion of the Promoter. The Organiser's failure to exercise any of its rights shall not constitute a waiver of such rights.
9. Incomplete, offensive or illegible entry forms will be considered invalid.
10. One entry form may be submitted for each pair of Steel Blue boots sold. It is allowed to participate for different purchases.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right to establish the identity of the entrant at its sole discretion, including but not limited to by requesting proof of their identity, age and place of residence.
12. Each participating store may give away one prize. The entry form that is drawn from the box of the relevant participating store will win the prize. The participating stores will draw the winners and notify them by phone and/or email as soon as possible using the contact details submitted.
13. If the first entry form drawn is deemed invalid (see point 9), then the next entry form drawn will be the winner.
14. The Promoter's decision is final and no correspondence will be entered into. The organizer is responsible for the final interpretation of the terms and conditions stated in this document.
15. The winning participants will have two (2) months after the draw to collect the prize from the relevant participating retailer. The responsibility for claiming the prize lies entirely with the winning participant and not with the organizer. If for any reason a winner does not collect the prize within the time limit set by the organizer, the prize will be forfeited.
16. The prizes are not transferable or exchangeable and cannot be paid in cash.



17. Entrants agree that if the Promoter wins without compensation, they may use their name, likeness, image and/or voice (including photographs, films and/or recordings) in all media and for an indefinite period of time to promote this Promotion (including the results), as well as the products that the Promoter creates, distributes and/or delivers.
18. The stock is strictly limited.
19. The Promoter reserves the right, at any time, to verify the validity of entry and entrant (including identity, age and place of residence). If it does not comply with the Terms and Conditions, or if they have been manipulated, the participant may be disqualified. Errors or omissions may be approved at the discretion of the Promoter. The Promoter's failure to comply with its rights does not constitute a waiver of those rights.
20. This is a limited-time offer, only applicable at the retail level during the Promotion Period (1 May 2023 – 30 August 2023) and only at participating stores.
21. Nothing in these Terms and Conditions shall affect the Competition and Consumer Act, nor shall it be limited, excluded, modified, altered or disregarded in any way the content thereof. The above also applies to other warranties under the ASIC Act or equivalent laws for the protection of consumers in the Netherlands ("**Non-Excludable Warranties**"). The exception to this is any liability which cannot be excluded by law, including non-excludable warranties, the Promoter (including all employees and affiliates) excludes any liability for any personal injury, loss or property damage (including loss for opportunity); be it direct, indirect, special or incidental, arising (in any way) from the Promotion. With the exception of when required by law, for example according to Dutch consumer laws. The Promoter makes no representations or promises as to the condition or appropriateness of the prize and is not responsible for the quality or suitability of the prize or where the prize does not meet the expected quality.
22. Except for any liability that cannot be excluded by law, including non-excludable warranties, the Promoter (including employees and affiliates) shall not be liable and shall not be responsible for (including negligence) any personal injury; loss or damage (including loss for chance); be it direct, indirect, special or incidental, arising in any way from:
  - a. technical problems or device malfunction (whether or not under the Promoter's supervision);
  - b. theft, unauthorized access or interference by third parties;
  - c. participation or claim on the prize outside of the promotional period, loss, alteration, damage or omission (before or after receipt of the Promoter) for any reason under the reasonable control of the Promoter;
  - d. any change in the value of the prize as stated in these Terms and Conditions;
  - e. any tax liability by the winner or entrant; or
  - f. Accepting and/or using the prize.
23. Subject to European privacy law and GDPR laws, the Promoter collects personal information (including the optional VIP entry form) to use for Promotion. The Promoter may share such information with third parties for this purpose, including but not limited to agents, freelancers, service providers, prize providers and, as required, to the Dutch regulatory authorities. Participation is only possible when this information is shared. The Promoter may, for an indefinite period of time, unless otherwise specified, use this information for promotional, marketing, publicity, research and profiling; including sending electronic messages or telephone contact with the participant. Participants must actively contact us to opt-out, to access the information or to correct or update it. All entries are the property of the Promoter.
24. Participants who share information via the registration form agree to the collection of the information they offer. This information will be used for any existing marketing initiatives that the Promoter deems appropriate within all of the Promoter's marketing activities.
25. The Promoter's privacy policy can be found here:  
<https://steelblue.com/privacy-policy/>.
26. The Promotion is subject to the legislation of the GDPR and the Court of Appeal of the Netherlands.

## Steel Blue (EMEA) BV

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27. Any questions that participants may have in relation to the Terms and Conditions can be directed to the Chief Marketing Officer of the Promoter via e-mail: [marketing@steelblue.com](mailto:marketing@steelblue.com) or by telephone T: +31 (0)36-3030280.