

# “SALEWA HOME – Do you have a dream?”

## Terms and Conditions

These Terms and Conditions regulate the selection (hereinafter “Selection”) of digital contents produced by participants for the campaign “SALEWA HOME – Do you have a dream?” (hereinafter “Digital Contents”) and organized by Oberalp S.p.A. (hereinafter “Ober Alp”), as owner of the brand “SALEWA”.

**Oberalp S.p.A. has registered offices in Waltraud-Gebert-Deeg Str. 4 – Bozen (Italy)**

**Tax ID Code and VAT no. 00122250210**

**Contact e-mail address:** [info@salewa.com](mailto:info@salewa.com) (no replies will be sent to communications received on such e-mail address if with content not relevant to the Selection, nor will requests for information be taken into consideration on the reasons why a Digital Content has not been selected.

The online publication on [salewa.com/salewahome](https://salewa.com/salewahome) of these Terms and Conditions together with the attachment “Privacy Notice” in pdf format is valid as making information available on a durable medium. Participants can also save on their own durable medium such documents, for the purpose of consultation, once the Selection of Digital Contents will be terminated.

No purchase of Salewa products is required to enter the Selection.

Definitions in these Terms and Conditions retain their value in both singular and plural, in both lowercase and capital letters.

### **Article 1 – Eligible participants and exclusions**

Participation is reserved to subjects, at least 18 years old, resident in Italy, Austria, Germany, France, and Poland, who want to enter the Selection, as authors of the Digital Content (hereinafter “Participants”).

The below listed subjects are expressly excluded from participating in this Selection:

- Subjects who are not at least 18 years old
- Subjects who are not resident in Italy, Austria, Germany, France and Poland (hereinafter “Countries”)
- the Oberalp employees and executives together with all the third parties involved, for any reason, in the organization of the Selection.

## Article 2 – Purpose of the Selection

Oberalp is the manufacturer of mountain clothing and equipment under the brand “SALEWA”.

The Selection purpose is to identify, among the Digital Contents that will be published as per Art. 4, the five best original ideas that will better represent the Brief detailed in Art. 3.

The Selection will be made by a committee composed by members of Ober Alp (hereinafter, “Panel”).

The ability in filming or in photography, in the absence of originality and creativity, is not the primary requirement to consider a Digital Content as the best one to be selected by the Panel.

Oberalp will acquire the exclusive Rights to exploit the rights on the five selected Digital Contents together with the images that will be captured (by photo and filming) when the Adventure (as defined in Art. 3) will take place (hereinafter “Adventure Images”).

The selected Digital Contents and the Adventure Images will be part of the **SALEWA HOME – Do you have a dream?** digital campaign, with the concept of making possible an adventure and a dream come true.

## Article 3 – Brief

The Digital Content can be:

- a) a video, including audio description (recorded during filming or added in post-production as voice over)
- b) one or more photo, together with a text description

in which the Participant describes:

- 1) his/her “dream” regarding a Skitouring/Skimountaineering experience that he/she would like to realize in the mountain areas located in the Country of residence and achievable in one day or two days, in late winter or spring (hereinafter “Adventure”). By the way of example, it will not be compliant with the Brief an Adventure consisting in climbing Everest (since outside the Countries) or crossing the Alps from west to east (since it is longer than two days);
- 2) why he/she has not been able to attempt the Adventure yet.

The Digital Content must be original and unpublished.

It is not valid Digital Content that, in full or in part:

- is illicit, harmful, threatening, abusive, harassing, defamatory and / or slanderous, vulgar, obscene, racists, classists or otherwise reprehensible; contrary to public policy and / or to morals or dangerous for children (by way of example and not limited to pornographic or with inappropriate reference to

alcohol, drugs, or other illicit substances, etc.)

- affects image, company name, trade name, trademark, commercial reputation of Ober Alp
- affects image, name, commercial reputation, patents, trademarks, trade secrets, copyrights, intellectual and industrial property rights of third parties
- infringes, in any way, intentionally or not, any applicable law or regulation
- shows image of existing persons different from the Participant.

#### **Article 4 – How to enter the Selection**

Participants who want to enter the Selection, from November 1st, 2021 (00:00:01 a.m. CEST) to January 9th, 2022, must:

- 1) produce the Digital Content respecting the Brief
- 2) publish the Digital Content, by a post on their Facebook or Instagram page, with the hashtag #salewahome (hereinafter “Hashtag”) or tagging Salewa with @salewa (hereinafter “Tag”).

Digital Contents published by Instagram Stories will not enter the Selection since, being available only for 24 hours, the Panel could not be able to evaluate and compare them with the other Digital Contents. Each Participant can publish only one Digital Content compliant with the Brief.

Digital Contents published without the Hashtag, or the Tag or not compliant with the Brief will not enter the Selection.

#### **Article 5 - Representation and warranties**

The Participant, *per facta concludentia* (that means by implicit consent), expressed by publishing the Digital Content using the Hashtag or the Tag, accepts in full these Terms and Conditions and represents and warrants:

1. To have read these Terms and Conditions and to have freely decided to join the Selection.
2. To be the only author and producer of the Digital Content published using the Hashtag or the Tag and that such Digital Content is original and unpublished.
3. The non-existence of rights or claims of third parties relating to the Digital Content submitted.
4. To be aware that participation in the Selection does not constitute authorization, or license to use the SALEWA trademarks.
5. To be aware that, if he/she will be selected by the Panel, before realizing the Adventure, as per Art. 6, Oberalp will send the agreement to be signed and by which (hereinafter, “Agreement”):
  - a. he/she will transfer, for free, the overall intellectual property rights on the Digital Content and on the Adventure Images (hereinafter “Rights”)

- b. he/she will take part in the Adventure
  - c. Oberalp, as detailed in Art. 7, will make available, at its own expense, a mountain guide for two days, one overnight staying (Alpine refuge, hotel, or tent, depending on the program) and the necessary equipment (i.e., crampons, climbing ropes, etc.) to be given back at the end of the Adventure.
6. To be aware that, if he/she will be selected by the Panel and he/she will realize the Adventure:
- a. Activities in mountain areas involve - by their very nature - a variable level of risk based on the related level of difficulty
  - b. although the mountain guides have been trained to assess the weather and territory conditions so that the activities can be carried out in compliance with the normal safety parameters, it is not possible to exclude accidents or events due to geological events not foreseeable (by way of example and not limited to seismic events, landslides, floods, etc.) or attributable to third parties (rockfall caused by other climbers on the same ascent or descent line, etc.)
  - c. if during the activities, the mountain guides find that the actual technical level of the selected Participant is inadequate with respect to the activity in progress, or that the local or meteorological conditions have changed compared to as foreseen, they will have the right, at their own unquestionable judgment, to interrupt the activities, without the possibility – for the selected Participant – to claim anything.
7. To have nothing to claim for publishing the Digital Content, considering his/herself already fully satisfied by participation in the Selection.
8. To be aware that the evaluation is at the incontestable discretion of the Panel, as per Terms and Conditions; therefore, to have nothing to claim if the Digital Content published will not be selected.
9. To be aware that, in so far as the object of these representation and warranties is found to be wholly or in part, untruthful and/or incorrect, Ober Alp has the right to exclude he/she from participating in the Selection.
10. To know that the subject matter of Terms and Conditions, including these representation and warranties, is governed by Italian law.

#### **Article 6 – Selection of the five best Digital Contents by the Panel**

After January 9th 2022 and within February 28th, 2022, all Digital Contents compliant with the Brief and published with the Hashtag, or the Tag, will be evaluated by the Panel.

The Panel will make the evaluation on the base of creative qualities, originality, and ability to have better represented what is required by the Brief.

The Panel, at its incontestable discretion, will select the five best Digital Contents.

The Participants whose Digital Content will be selected will be informed by private message (Facebook or Instagram) and will be required to send, within 5 days and via e-mail to the indicated address, a copy of his/her own identity document to verify he/she is at least 18 years old and resident in one of the Countries.

If the selected Participant replies within the prescribed deadlines, attaching a copy of the identity document compliant with the requirement, the Participant will receive (by e-mail) the Agreement to be signed and to be sent to Ober Alp (by e-mail) within 10 days.

Oberalp cannot be held in any way responsible if the e-mail communication sent is not received by the Participant because of:

- i. an unreachable or non-existent e-mail address (if disabled after sending the e-mail containing the copy of the identity document)
- ii. configuration, on the client or server side, of the e-mail box that erroneously classify the message sent by Ober Alp as spam.

If the Participant:

- a) does not reply to such e-mail communication within 5 days, or
- b) replies on time but the response does not include the copy of the requested identity document,  
or
- c) replies on time but results in a non-conformity between the information present on the identification document and that previously provided during the Registration

participation in the Selection will be considered non-compliant and the Participant will be automatically excluded from the Selection and the Panel will select a substitute Participant.

## **Article 7 – Organization of the Adventure**

Oberalp will organize the Adventure in late spring or summer 2022, in the mountain area located in Country of residence of the related selected Participant.

Oberalp will send the scheduling, to the five selected Participants, at least one month in advance.

For each Adventure, Oberalp will provide, at its own expenses:

- 1) a mountain guide for two days (by the way of example: first day: preparation, test, approach, etc.; second day: summit and return)
- 2) all the necessary equipment for the selected Participant (i.e., crampons, climbing ropes, etc.) to be given back at the end of the Adventure
- 3) one overnight staying (the accommodation will depend on the program. By the way of example: in Alpine refuge or tent, if the peak summit, including return, is not achievable in one day; in hotel, if the peak summit, including return, is achievable in one day)

Oberalp, on the value of services provided and detailed in point 1) and 3), considered – under the Italian law – as ‘title of encouragement’ in favor of selected Participants, will pay the Italian taxes, as applicable. If the Participant is not an Italian resident, any extra local tax – if applicable – oversees the Participant.

#### **Article 8 - Applicable law and disputes**

The applicable law is that current in Italy, as Oberalp, organizer of the Selection, has its headquarters in this territory, without regard to their conflict of laws rules.

For anything not expressly provided for in these Terms and Conditions, reference is made to the current laws in the legal system of Italy.

For any dispute deriving from or connected to the Selection and these Terms and Conditions the Court of Bolzano will have exclusive jurisdiction.

#### **Article 9 - Indemnification**

The Participant shall indemnify, defend, and hold harmless Oberalp from any objection, claim, request for compensation, expenses, damages arising out or in connection with Participant’s breach of any obligation, representation, and warranty under these Terms and Conditions, as well as any infringement or violation by the Participant of any law, or any rights of any person or entity.

#### **Article 10 – Miscellaneous**

Oberalp is not responsible for failure to start or end the Selection for any reason attributable to third parties (by way of example, but not limited to interruption of internet connectivity, etc.) or due to force majeure.

Ober Alp is not responsible for any Participants’ hardware or software malfunctions, or interruption of the internet connection used by them that prevent them processing or completing the participation.

Oberalp has the right to modify and/or supplement these Terms and Conditions, provided that any

changes and/or additions will not create unequal treatment between Participants already participating. Any changes and/or additions will be communicated on SALEWA's official page on Facebook and Instagram.

Ober Alp and Participants will maintain their managerial and operational autonomy during the activities carried out respectively in the Selection. Nothing in this Terms and Conditions may be construed as creating or constituting an employee-employer relationship.

Facebook and Instagram are not involved in the organization of the Selection.