

BIKESTER

Terms and conditions of participation in the Bikester Ultimate Adventure on-line competition

1. The organiser of the competition and the body responsible for the prize is internetstores GmbH, Friedrichstr. 6, 70174 Stuttgart (Germany).

Bikester is Europe's leading bike on-line shop and is operated by the organiser. Cycling fans and mountain bikers can obtain the cycling equipment which they seek everywhere in Europe. The range includes clothing, accessories and bike parts from over 500 well-known brands as well as branded bikes.

2. Participation in the competition is free of charge.
3. By posting his/her video on <https://www.pinkbike.com/contest/bikester/> the participant accepts these terms and conditions of participation set out by the organiser as well as the conditions of Pinbike which are to be found at <https://www.pinkbike.com/about/legal/#terms-of-use>.
4. The competition is open to persons domiciled in or with a permanent residence in Europe and who are at least 18 years of age at the time of participation. The organiser's employees and their dependents as well as other persons involved in the design and implementation of the competition are excluded from participation.
The competition is also only open to persons who can swim, have above-average fitness level, have above-average cycling/mountain bike skills and abilities, have their own suitable mountain bike which they can bring to the event if they win and who speak sufficient English to make themselves understood during the tour.
5. The winner will be able to take part in the "Bikester Ultimate Adventure" in the Norwegian fjords on **04th September – 7th September 2017**. The organiser will pay the cost of flights (return flights between an airport in Europe and Ålesund City) plus the transportation costs of the bike as well as all meals and accommodation during the sailing excursions. The winner should schedule an additional day for arrival and departure, if necessary (3rd September – 8th September).

The winner may be accompanied by a second person of his/her choice. The requirements below (swimming, above-average fitness level, above-average cycling/mountain bike skills, suitable mountain bike, sufficient English skills) apply also to the winner's selected companion.

Participation in the final event in Norway is conditional on the winner and the companion he/she selects accepting and meeting the requirements of the "Conditions of Participation for the Bikester Ultimate Adventure" event.

6. Each person may make only one entry. Repeated entries can, at the organiser's discretion, result in losing any entitlement to participate.
7. Participants who use prohibited aids or who create advantages for themselves by manipulation by other means (e.g. multiple entries under different names or by generating votes by means of software or other technical manipulation) or who provide false information will be barred. In such a case the winner may also be stripped of his/her prize retroactively and required to repay the cash value of the prize.

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8. Participation in the competition is by posting the participant's own video. The participant must shoot the video at his/her own expense and risk. The participant may design the content of the video at his/her own discretion.
9. The video must have no unlawful content. The participant must be seen riding his/her own bike in the video or he/she must have created the video himself/herself while riding his/her bike (he/she may not have arranged for the video to have been shot professionally by a third party and/or arranged to have it shot in return for payment except for any escorting persons who film him/her) in which case he/she may be one of a group.
10. The video must be uploaded onto the Pinkbike project page not later than **15th June 2017**. By uploading the video the participant agrees that:
 - a. in the event that the video is judged to be one of the best 16 videos by the jury, the video and the name of the participant will be published on <https://www.pinkbike.com/contest/bracket/bikester/> so that all users can vote on the video;
 - b. if the video wins the prize, the video and the name of the participant will be seen in the organiser's customer magazines, social media channels, press releases and web-pages without restriction of time and place.In all other respects the legal provisions of Clause 12 applies.

11. The sequence of the competition up to the event
 - a. At their sole discretion, a jury will choose the best, funniest or most beautiful 16 videos from all the videos posted.
 - b. These 16 participants will then receive an advance copy of the Conditions of Participation in the event in Norway from Pinkbike for their information. In so far as a participant fails to object to the Conditions by **18th June 2017** after receipt of the information that it was selected to be among the best 16 and the participant therefore refuses any possible participation in the event in Norway, the participant's video will be made available to users for their vote from **19th June 2017 to 23rd June 2017**. If a participant refuses his/her consent, the jury will select a further participant to be included in the group of 16. There is no entitlement to inclusion in this group.
 - c. The video and the participant obtaining the most votes from the users within the bracket voting system (bracket voting, similar to: <https://www.pinkbike.com/contest/bracket/bestlinecontest3/>) win the competition and the participant is offered the possibility of travelling to Norway for the event.
 - d. The winner will be informed by Pinkbike via the portal. The winner and the companion selected by the winner must then expressly consent to the Conditions of Participation in the event. This is a pre-requisite for participation in the advertised event.
 - e. If the winner fails to respond and confirm within 7 days (Monday-Sunday) of being informed that he/she has won, his/her claim to the prize lapses and the second in line automatically takes his/her place, and so on. The conditions then apply accordingly for the second in line, and after him/her for the third in line and so on. Depending on the passage of time, the organiser may set a shorter reaction time for the possible successors to the winner's position.

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12. Rights

- a. The participant will ensure and will warrant that all the persons who are recognisable in his/her post consent to their image being used in the competition and to its subsequent exploitation in accordance with these conditions.
- b. The participant warrants that he/she is in possession of all necessary rights to the video he/she has posted, particularly if he/she uses and reproduces third party music or third party works (e.g. texts, logos, slogans, photos, sculptures etc.).
- c. The participant will grant the organiser free of charge the rights necessary for the use of his/her post in accordance with the conditions set out here, particularly the right to its reproduction and distribution as well as the right to making it publicly available in the Internet, the right to transmit it on TV, amongst others in the organiser's customer magazines, his/her social media channels and web-pages etc.

13. It is not possible to pay the prize in cash or in kind or exchange it. The prize is not transferable. The winner will accept any necessary changes in the prize caused by factors outside the sphere of influence of the companies involved in the competition.

14. Information provided by the participant for this competition will only be used for the purposes of the competition and will not be passed to third parties. In this respect attention is drawn to the Privacy Policy.

15. Resort to the courts is excluded.

16. The law of the Federal Republic of Germany applies exclusively.

17. If individual provisions of these Terms and Conditions are or become invalid, the validity of the remaining provisions remains unaffected thereby.

PINKEBIKE'S PRIVACY POLICY APPLIES.