

# Terms and conditions

Lovens Spring promotion 2024

## I. General

These terms and conditions (the “promotional terms and conditions”) apply to the Lovens promotion “free rain cover with the purchase of a Lovens Explorer model type: S85 AUTO ABS, S85 ABS, S85 AUTO, S85, S75 AUTO ABS, S75 ABS, S75 AUTO, S75, S50 in the period from 4 March to the 31<sup>st</sup> of May 2024 and are valid within that while stocks last”. The value of the raincover is EUR. 360 (hereinafter referred to as: the “promotion”) of Optima Cycles Trading B.V. (hereinafter referred to as: the “organiser”), established and having its office at Beveland 2 Beverwijk.

This purchase of the bicycle including a free accessory pack runs in the period from 4 March to 31 May 2024 (the “promotional period”). The invoice date must fall within this date. Registration to receive the rain cover is done via the promotion page. Registration is possible until June 30, 2024.

The organizer reserves the right to stop the promotion or to change the promotion conditions in the meantime, without giving any reason. A possibly revised version of the promotion conditions will be placed on the website of the organizer, with a date.

The organizer and the participants are bound by the content and provisions of these promotional terms and conditions. By participating in the promotion, the participant agrees to these promotion conditions. The promotion will be announced on May 1st, 2024.

## II. Promotional terms and conditions

The organizer is responsible for the delivery of the free accessories package to the relevant point of sale where the participant purchased the bicycle during the relevant period. The point of sale is responsible for the delivery of the accessory package to the participant and does not charge any additional costs for this.

Participation in the promotion is possible by purchasing a new Lovens Explorer BES3 type during the promotion period at an official Lovens point of sale and by completing the promotion form, submitting the invoice and registering the frame number of the bicycle on the Lovens promotion page. The consumer is responsible for registering the bicycle in a timely manner and providing the correct information to be eligible for the promotion.

Participation in this promotion is (exclusively) for persons who have purchased a Lovens Explorer during the promotion period at a Lovens points of sale and have registered the invoice with frame number on the promotion page.

Participation in this promotion is (exclusively) for the purchase of a new Lovens Explorer model, second-hand sales are excluded. Participation in this promotion is (exclusively) for persons who have reached the age of 18 years.

Employees at Optima Cycles B.V. are excluded from participation. Only one entry per person.

If the rain cover or LED daytime running lights are not immediately available for delivery, the delivery thereof will be moved to the first available date of delivery after registration of a maximum of 6 weeks. The promotion is valid while stocks last. This promotion is not valid in combination with other promotions.

In case of cancellation of the Lovens Explorer purchase, the promotion will lapse.

The organizer reserves the right to refuse entries that do not meet these conditions or appear fraudulent.

The organizer reserves the right to exclude a participant with invalid or falsified personal data from participation.

In the event of fraud, or suspicion thereof, or unlawful influence on the promotion, the organizer reserves the right to exclude participants from participation. The discount cannot be exchanged for cash.

### **III. Code of conduct**

Entrants must not use the promotion to express political or religious ideas. Participants must not harass, swear, discriminate or make sexual innuendos. Entries must not be or incite to be offensive, abusive, obscene, harassing, hateful, offensive, indecent, violent, sexually explicit, racist, defamatory, defamatory, discriminatory or contrary to good taste or decency.

Entries must not violate any law, regulation or morality, or any right of third parties (including intellectual property), or encourage acts that are contrary to law, regulation or morality, or any right of third parties (including intellectual property).

Participations may not harm the organizer, with these affiliated companies and brands, or the Brand in any way.

The above rules of conduct concern participation in this promotion.

### **IV. Publication**

By participating in this promotion, the participants specifically agree to the use of the content of their participation for marketing purposes and grant the organizer all rights thereto, without the organizer being liable for any compensation.

If the participants cooperate in other forms of publicity at the request of the organizer, the reasonable wishes of the participants will be taken into account. However, the participants are not entitled to any compensation. All possible (publication) materials will be and remain the full property of the organiser.

### **V. Personal Data**

Personal data that Optima Cycles B.V. obtains in connection with participation in this promotion will be used for the correct handling of this promotion. This personal data will be treated in accordance with the General Data Protection Regulation.

Optima Cycles will collect and handle the data in accordance with its own privacy policy (available via: <https://www.lovensbikes.com/privacy-statement/>)

Optima Cycles does not store personal data for longer than is necessary for the purpose(s) described above.

The participants have a right of access and a right to correct their personal data and also have a right to object to stop the use of such data.

### **VI. Liability**

The organizer and/or auxiliary persons engaged by him are not responsible or liable for malfunctions and/or errors of/in or relating to the Internet, the campaign page, one or more of the internet sites referred to in these promotional terms and conditions, the cable (or any other relevant) network, software or hardware as well as for any incorrect input and/or processing of the personal data.

The organizer is also not liable for any costs, damage, additional expenses, etc. of participants if it appears that the accessories are not available on the day and/or time desired by them or booked.

Errors in printing, spelling, typesetting as well as any similar material error have no value and cannot be used as a remedy against the organizer.

Furthermore, the organizer fully excludes any liability of the organizer and/or the sales outlets engaged by him in connection with this promotion, including the price, except in the event of intent or deliberate recklessness on the part of the organiser's managerial staff only.

In case this promotion is advertised on Facebook, Instagram or other external channels, it is emphasized that this promotion is in no way sponsored, endorsed or administered by or associated with Facebook, Instagram or these other external channels, which bear no liability in this connection.

## **VII. Final Provisions**

Nothing from or related to this promotion may be reproduced or published without the prior express written permission of the organiser. All intellectual property rights to this site and its content, including all texts, images, layout, software or other information, belong to the organizer. No rights can be derived from this promotion.

If one or more provisions in these promotional terms and conditions are at any time wholly or partially null and void or should be voided, the remainder of these promotional terms and conditions and the relevant provision(s) will remain fully applicable.

The organizer reserves the right, albeit reasonably and taking into account the concrete circumstances, to change the promotion conditions and/or to interrupt and/or stop the promotion, without prior notice and without being liable in any way for this. can be stated. The participant is responsible for checking these promotional terms and conditions on a regular basis. The organizer also reserves the right not to award the prize in the event of abuse or violation of any of the provisions of these promotional terms and conditions, without the participant being able to make any claim against the organizer.

Complaints or questions regarding the promotion conditions and the promotion, as well as requests in the context of the rights that participants have against Optima Cycles B.V. apply to their personal data, can be sent in writing to [info@lovensbikes.com](mailto:info@lovensbikes.com).

Complaints or questions regarding availability and delivery should be taken up with the relevant point of sale.

These promotional terms and conditions and the promotion are governed by Dutch law and are interpreted and implemented in accordance with Dutch law. Only the court in Amsterdam is authorized to take cognizance of any disputes about the interpretation or application of these promotional terms and conditions and/or action in the first instance.

Thus drawn up in Beverwijk on the 24<sup>th</sup> of April 2024.