

## **Terms and Conditions of Use**

- The promoter of this prize contest is Royal Philips Electronics ("Philips"), having an office at Amstelplein 2, 1096 BC, The Netherlands. For more information or complaints, please contact the Philips Consumer Care telephone line via <u>www.philips.com/support</u>. Based on the E-commerce Directive 2000/31/EC of the EU, this competition is held under the application of the Dutch Code of Conduct regarding Sales Promotions ("Gedragscode Promotionele Kansspelen")
- 2. The prize contest starts 25-02-2013 at 11.00 CET and ends 26-02-2013 at 11.00 CET.
- 3. Entry to the prize contest is open to all visitors of Philips' Twitter channel (@PhilipsPR) excluding employees of the worldwide Philips group of companies, their families and anyone professionally connected to the promotion. Minors need permission from a parent or guardian. Philips reserves the right to written proof of consent required.
- 4. By entering the prize contest you agree to be bound by these terms and conditions.
- 5. To enter the prize contest, entrants must listen for a question from @PhilipsPR and reply (@PhilipsPR) with the following hashtag: #WinPhilipsGREEN.
- 6. Within 24 hours after closing of the competition on 26-02-2013 Philips will collect all the Twitter names that have answered correctly. Philips will randomly select 2 winners using an online number generator tool. These winners will be announced publicly on Twitter after which all Twitter names will be deleted from Philips systems. The two winners will be approached via their Twitter account for their addresses. These addresses will only be used to ship the prize, after which the addresses will be deleted. By participating in the competition you consent to the above as well as to our terms and conditions.
- 7. The prizes are two Philips HUE packages with EU plugs (<u>www.meethue.com</u>).
- 8. Retail value of the prize is €199.95. All prices are inclusive of VAT.
- 9. Only one entry per person is permitted. The prize contest is free of charge and Philips will take charge of e.g. postal costs.
- 10. We reserve the right to disqualify or reject any entry we believe to be in conflict with our promotion or not made in good faith or on other reasonable grounds.
- 11. The judge's decision is final, no correspondence will be entered into
- 12. No cash alternatives will be offered.

- 13. Philips will pay any Dutch gaming taxes due. Any individual income taxes payable by a prize winner are not paid or compensated by Philips.
- 14. Notification shall take place privately via email or private message on Twitter within 5 days of the prize contest completing.
- 15. Prizes must be claimed within 1 week of the date of notification. All rights to prizes not claimed within this period shall be lost. Prize winners may need to verify their proper identity before claiming prizes.
- 16. Names of prize winners shall be made available to entrants who did not win any of the prizes, on receipt of a written request enclosing a stamped self-addressed envelope to: Corporate Communications, Amstelplein 2, 1096 BC, The Netherlands.
- 17. We may cancel or amend the terms of this prize contest and promotion at any time by publishing notice of the relevant details.
- 18. We shall not be liable for any delay or failure to perform due to any event beyond our control. Proof of posting will not be proof of delivery.
- 19. You may not transfer or otherwise deal with any of your rights or obligations acquired under or in connection with these terms and conditions. Winners' details will be announced by being published on the Philips social media page and by entering this prize contest the participant grants his or her approval for this publication.
- 20. Your name and email address will be used by Philips only to notify winners and ship the prize. We shall not supply it to third parties.
- 21. To this prize contest the privacy notice of <u>Philips Privacy Policy</u> is applicable.
- 22. These terms and conditions will be interpreted in accordance with the laws of The Netherlands. This prize contest shall be governed by and construed in accordance with the laws of the state of The Netherlands. When you enter into this prize contest, you must make sure that by entering this prize contest, you are complying with the local laws in your country of residence. In case your participation is held illegal according to your local laws, your participation is held invalid.
- 23. You agree to the non-exclusive jurisdiction of the courts in Amsterdam, The Netherlands for any disputes, claim or cause of action arising out of, or relating to or in connection with this prize contest, including any disputes relating to the

prize contest, provided that you agree to submit any such disputes, claims or causes of action exclusively to the courts of Amsterdam, The Netherlands.

24. If any provision of these terms is held to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions shall be enforced.