

THE ALL NEW TOMTOM GO GIVEAWAY TERMS & CONDITIONS

TomTom “All new TomTom GO Facebook Giveaway” Competition

Terms and Conditions

TomTom International BV, incorporated and registered at Rembrandtplein 35 (1017 CT), Amsterdam, the Netherlands (“**TomTom**”), is happy to announce its “The all new TomTom GO Facebook Giveaway” Competition (“**Competition**”). The Competition is governed by these Terms and Conditions (“**Terms and Conditions**”) The Terms and Conditions are available on <link>, and will be sent upon request (engagement_team@tomtom.com).

1. What is the Competition about?

TomTom is allowing people to comment on a Facebook post with a reason why they feel they deserve to win the TomTom GO on a photo giveaway post.

Participants need to fulfill two elements to participate in the Competition to be found on the Website:

Go to our Facebook tab/app “Win a TomTom GO” and send an email to tomtomgofbwin@tomtom.com with an answer to the question, “*Why are you the best candidate to receive the new GO and how you'll use it?*” The information contained within the email applications may be used as content for marketing purposes.

The entire competition period shall run from 10 July until 31 July 2013 (“**Competition Period**”). Each week of the Competition Period (each a “**Competition Term**”) participants will be able to win a TomTom GO 500.

2. Eligibility

Participating in the Competition is free and open to everyone who is 18 years or over as of the date of entry and is a legal resident of and domiciled in:

United Kingdom, French, Germany, The Netherlands, Spain.

Employees and immediate family members of employees of any business that is involved or associated with the Competition (including TomTom and its associated companies) are not eligible to enter the Competition. TomTom reserves the right to verify the eligibility of all participants.

*NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

3. How to participate

Participants can comment on the Facebook giveaway post from 5 July 2013 until 12 July 2013, 12:00 noon (CET). Two winners will be selected in each country where the competition is posted. The submitted comments will be reviewed by TomTom in accordance with paragraph 5.

4. Excluded application forms

Participants may not include information on the comment that is partly or as a whole unlawful, offensive, inappropriate or contrary to good morals or denigrating to TomTom or the Competition.

TomTom will have the sole discretion to reject or remove comments submitted by the participants that do not comply with this paragraph or the spirit of the Competition.

5. Prize selection

7 days after the end of the Competition Term, a committee consisting of representatives selected by TomTom, will select 2 winning entries from those received on or prior to the end of the applicable Competition Term. The winners will be judged on the creativity and content Decisions of the Committee shall be final and binding.

Within two weeks after the end of the Competition Term winners will be contacted via email and finally announced by TomTom on our Facebook page.

6. Prizes

2x TomTom GO 500

The approximate retail value ("ARV") of each of the prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any lapse in time between the date the ARV is estimated for purposes of these Terms and Conditions and the date the prize is awarded or redeemed. If the actual purchase price of the prize is less than the ARV stated herein, the prize winner will NOT be entitled to a check, cash or other form of payment for the price difference. TomTom reserves the right to substitute a prize of comparable value for the original prize in the event of prize unavailability. Prize is not redeemable for cash.

Please check the prize specific terms and conditions for full details on [WEBSITE] or contact TomTom via engagement_team@tomtom.com

Intellectual property rights

By submitting an application form, including – if applicable – text and images (photo/picture) ("**Content**"):

7.1 The participant warrants to TomTom that:

i). the participant is the sole owner of all intellectual property rights relating to the Content, in particular the copyright and any other intellectual property right relating to submitted texts, images and videos; or

ii). the participant is duly authorized by all owners of intellectual property rights relating to the Content, in particular the owners of copyright or any other intellectual property right relating to submitted texts, images or videos, to submit the Content and to grant the right to use the Content as described in paragraph 3 of this clause.

The participant thus warrants having the full right and title to submit the Content, and that the Content is free of any rights or claims of third parties that could be asserted against the use of the Content.

7.2 The participant agrees to indemnify and hold TomTom and its affiliated companies, its officers, directors, employees and agents harmless from any and all:

i). Losses, costs (including reasonable attorney fees) and expenses awarded against TomTom; and/or;

ii). rights or claims alleged against TomTom, arising out of or resulting from a breach of the participant's obligations under this clause and/or in respect of claims that anything done or provided by the participant infringes the intellectual property rights owned or asserted by third parties.

7.3 The participant grants TomTom and its affiliated companies a worldwide, royalty-free, non-exclusive, unrestricted, transferable, sub-licensable right to use the Content in connection with the Competition and related business purposes, including for promotional activities as further described in these Terms and Conditions. This right includes, but is not limited to the permission to:

i). copy, distribute, publicly display, make publicly available and modify the Content. This includes inter alia all graphic media (like catalogues, brochures and flyers) and online media such as (internet, intranet and mobile networks) regardless of the used techniques;

ii). change, format, divide, split or combine with other logo's and brands, also related to for instance contests or promotions from TomTom;

iii). distribute and make publicly available, notably to promote TomTom, in particular the Competition. This includes the right to use the Content for commercial purposes, in advertorials, inter alia in store and on internet, and for internal and external and promotional communication.

7.4 The participant warrants that the Video does not infringe on the image and personality rights of persons that are recognizable in the Content.

7.5 To the extent permitted by law, the participant unconditionally and irrevocably waives, and shall procure that any third party engaged by the participant in the production of the Content shall unconditionally and irrevocably waive, all moral rights relating to the Content. This includes in particular, but is not limited to, the right to claim authorship and the right to object to adaptations, modifications and other changes to the Content. The participant hereby declares that the participant will not use any moral right to oppose, prevent or impede the acts of using the Content described under these Terms and Conditions.

8. Acceptance of prizes

It is the winners' responsibility to ensure that they are capable of accepting the prizes.

All decisions are final without recourse to legal process. If a winner does not respond within two weeks after a notification has been sent to the electronic contact details (e-mail, Twitter or Facebook) submitted or registered by the winner, another winner will be selected from the remaining eligible entries in accordance with the selection process for the specific competition.

By accepting a prize, each winner agrees to be responsible for all federal, state, provincial, local, or other applicable taxes associated with acceptance and use of the prize. All prizes awarded are personal and non-transferable and cannot be redeemed for cash or credit. TomTom reserves the sole right and discretion to change any of the prizes by another prize of higher or similar value. Where required by law, prize winner will be required to complete applicable tax forms such as a W-9 and provide a tax payer's identification number.

Winners accept that by entering any of the elements of the Competition they may be asked to take part in related publicity and promotional activities. Winners may have their name and country displayed on the Website and/or on any other TomTom websites.

9. Notice and take down

All material (including, but not limited to, Content) posted on the Website must comply with these Terms and Conditions. TomTom reserves the right at all times to take down any material TomTom considers to be unacceptable, illegal or in any other way violating the Terms and Conditions.

If you consider any material on the Website to be illegal or unacceptable and wish to complain, please send an e-mail to engagement_team@tomtom.com outlining the nature of your complaint.

On receipt of your notice, TomTom will investigate the complaint and may, as a result, remove or edit the material at issue.

10. Privacy statement

For this Competition TomTom needs to use the information about the participants and others, which participants enter on the Website. As a participant, you need to be aware that some of the information you submit, such as photos and comments, could contain (sensitive) information about you and others. You need to make sure that you only submit information about others, when you have permission from them to do so. TomTom will use the information for the Competition and promotion of the Competition. TomTom will destroy all information submitted within 3 months after the Competition ends, except for the information from the winner. TomTom will continue to use your name and email address for its own general promotional purposes, but only if you give permission for this on the Website.

TomTom adheres to European Union and other local privacy laws. Based on this, TomTom will only use your information for the purpose and duration for which it was obtained. TomTom will protect your information against misuse. TomTom will not give anyone else access to your information, unless explicitly and lawfully ordered to do so, following due process.

If you think that your information is not being used for the purpose for which you have provided it to TomTom, contact us at <http://tomtom.com/support>. You can find our privacy policy on <http://tomtom.com/privacy>.

11. Liability

Nothing in this Competition or these Terms and Conditions shall operate so as to exclude or limit the liability of TomTom which cannot be excluded or limited by law.

Although TomTom will use its best effort to arrange for a smooth operation of the Competition, TomTom shall not be liable for any damages – except in the case of willful conduct or gross negligence

on the part of TomTom or TomTom's management – that arise from the Competition in general or the use of the Website specifically. Participating in the Competition implies knowledge and acceptance of the characteristics and limitations of internet, inter alia technical performance, the transfer of information and data, the risk and effect of interruptions and more in general the risks that are inherent to communication through internet, such as limited data protection, malware and viruses.

It is the responsibility of the participant to take all foreseeable and reasonable measures to protect his computer and its content. Use of the Website and participating in the Competition is at the sole responsibility of the participant.

12. Contact

In the event a participant wishes to receive more information about the Competition, about the (distributed) prizes, about TomTom products or services or has a complaint about the Competition, the participant can contact Customer Care via the website www.tomtom.com or by sending an e-mail to engagement_team@tomtom.com.

13. Termination

If, for any reason, this Competition is not capable of running as planned or is in conflict with local regulations TomTom reserves the right to cancel, terminate, modify or suspend all or part of the Competition without resulting in liability or any claim of damages. This includes, but is not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of TomTom.

14. Miscellaneous

TomTom shall carry out this Competition in compliance with the laws and regulations on promotional games of chance and skill and promotional gifts.

15. Choice of law

The Competition and these Terms and Conditions will be governed by and construed in accordance with local law of the country where the participant is residing.

16. Prize terms and conditions

TomTom GO 500

Technical specs

| | | |
|--------------|----------------------|---|
| Battery | Battery lifetime | Up to 2 hours autonomous operation |
| Connectivity | Smartphone Connected | TomTom Traffic, TomTom Speed Cameras, QuickGPSfix via bluetooth® on your smartphone |
| Mount | Vehicle mount | Powered windscreen dock |
| Memory | Internal memory | Yes |
| | SD slot | microSD |
| Screen | Screen size | 5 inch (13 cm) touchscreen |
| | Screen type | 16:9 capacitive widescreen |

| | | |
|------------|-------------------|------------------|
| Dimensions | Screen resolution | 480 x 272 pixels |
| | Size (W x H x D) | 145 x 90 x 20 mm |
| | Weight | 229 grams |

Supported languages*

The user interface comes in the following languages

| | | |
|----------------------|---------------------|-----------------------|
| Afrikaans | Bahasa Indonesia | Bahasa Malaya |
| Brasilian Portuguese | Bulgarian | Catalan |
| Croatian | Czech | Danish |
| Dutch | Estonian | Finnish |
| Flemish | French | German |
| Greek | Hungarian | Spanish International |
| Italian | Latvian | Lithuanian |
| Norwegian | Polish | Portuguese |
| Russian | Simplified Chinese | Slovakian |
| Slovenian | Spanish | Swedish |
| Thai | Traditional Chinese | Turkish |
| UK English | US English | |

Spoken instructions comes in the following languages

| | | |
|---------------|---------------|------------|
| Afrikaans | Bulgarian | Catalan |
| Croatian | Czech | Danish |
| Dutch | Dutch Belgium | Estonian |
| Finnish | French | German |
| Greek | Hungarian | Italian |
| Irish English | Latvian | Lithuanian |
| Norwegian | Polish | Portuguese |
| Romanian | Russian | Serbian |
| Slovakian | Slovenian | Spanish |
| Swedish | Turkish | UK English |

16. Facebook T&C's

If you use Facebook to communicate about or administer a promotion (such as a contest or sweepstakes), you are responsible for the lawful operation of that promotion, including the official rules, offer terms and eligibility requirements (e.g., age and residency restrictions), and compliance with regulations governing the promotion and all prizes offered in connection with the promotion (e.g., registration and obtaining necessary regulatory approvals). Please note that compliance with these guidelines does not constitute the lawfulness of a promotion. Promotions are subject to many regulations and if you are not certain that your promotion complies with applicable law, please consult with an expert.

- i. Promotions on Facebook must be administered within [Apps on Facebook.com](https://www.facebook.com/apps), either on a Canvas Page or a Page App.
- ii. Promotions on Facebook must include the following:
 - a. A complete release of Facebook by each entrant or participant.
 - b. Acknowledgment that the promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.
 - c. Disclosure that the participant is providing information to [*disclose recipient(s) of information*] and not to Facebook.
- iii. You must not condition registration or entry upon the user taking any action using any Facebook features or functionality other than liking a Page, checking in to a Place, or connecting to your app.

For example, you must not condition registration or entry upon the user liking a Wall post, or commenting or uploading a photo on a Wall.

iv. You must not use Facebook features or functionality as a promotion's registration or entry mechanism. For example, the act of liking a Page or checking in to a Place cannot automatically register or enter a promotion participant.

v. You must not use Facebook features or functionality, such as the Like button, as a voting mechanism for a promotion.

vi. You must not notify winners through Facebook, such as through Facebook messages, chat, or posts on profiles (timelines) or Pages.

vii. Definitions:

a. By "administration" we mean the operation of any element of the promotion, such as collecting entries, conducting a drawing, judging entries, or notifying winners.

b. By "communication" we mean promoting, advertising or referencing a promotion in any way on Facebook, e.g., in ads, on a Page, or in a Wall post.