

## **RÉMY MARTIN NIGERIA – WEBSITE T&CS:**

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Nigerian residents who are aged 18 years or over. Winning entries will only be selected from individuals who are able to come to Lagos to redeem their prizes. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter.
3. Promotion commences in July 2016 and closes in December 2016 (“Promotional Period”):
4. To enter, individuals must complete the given steps on the website during the promotional period:
  - (a) Sign up on [www.remymartin.ng](http://www.remymartin.ng) with Facebook and / or Twitter.
  - (b) Select three provided slashes and create a fourth custom slash (optional).
  - (c) Upload a photo of yourself and select your favourite Rémy Martin variant.
  - (d) Describe yourself with a custom bio (maximum 100 words).
5. One finalist will be chosen at the end of each month (September, October, November):
  - (a) The three finalists will then compete for public votes during the month of December 2016.
  - (b) One final winner will be announced on the 5<sup>th</sup> of January 2017.
  - (c) Spot prizes will be also be given to voters and entrants at random.
6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age, slashes and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardize fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
7. Incomplete or indecipherable entries will be deemed invalid.
8. Entrants may only enter once a month, subject to the following:
  - (a) each entry must be substantially unique with different images; and
  - (b) each entry must be submitted separately and in accordance with entry requirements.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. Each entry will be subjectively judged by the promoter based on merit of the entry provided within the promotional period. The winner will be notified at the end of the promotional period via:
  - (a) an additional social media post (timeline), and

(b) tagged/mentioned within such a post.

(c) Winners will also be privately messaged via social media and / or email.

11. The Promoter's decision is final and no correspondence will be entered into.

12. The winner, as determined by the promoter, will receive a photo-shoot day, on a set day for themselves.

13. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

14. Details for prize fulfillment will be confirmed directly to the winner at the end of the promotional period.

15. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to posts, comments, recordings and images ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that.

(a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 18, or otherwise unsuitable for publication;

(b) their Contents must not contain viruses or cause injury or harm to any person or entity;

(c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;

(d) the Content is the original work of the entrant that does not infringe the rights of any third party;

(e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the Copyright Act 1968 and warrant that they have the full authority to grant these rights; and

(f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

16. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

17. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome).

18. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorized intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:

(a) to disqualify any entrant; or

(b) to modify, suspend, terminate or cancel the promotion, as appropriate.

19. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

20. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of:

(a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);

(b) any theft, unauthorized access or third party interference;

(c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;

(d) any variation in prize value to that stated in these Terms and Conditions;

(e) any tax liability incurred by a winner or entrant; or

(f) use of a prize.

21. This promotion is in no way sponsored, endorsed or administered by, or associated with any social media sites or applications. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to social media sites/apps. Social media sites will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.

22. The Promoter is Ledrop Nigeria Limited, Lekki 1, Lagos State.