

GENERAL TERMS AND CONDITIONS OF PARTICIPATION

Article 1 Definitions

In these general terms and conditions of participation, the following terms shall have the following meaning:

GT&C

These general terms and conditions of participation;

Entry

A Traveller's personal favourite picture with a MiTone product, submitted through an Entry Form;

Entry Form

The form through which an Entry may be submitted by a Traveller to MiTone, which form is available at www.mitone.eu;

MiTone

Capi Distribution B.V., acting under the trade name 'MiTone', a company with limited liability, having its offices at Robijnlaan 14, 2132 WX Hoofddorp, The Netherlands;

Traveller

The natural person who submits an Entry.

Article 2 Scope and applicability

2.1 These GT&C shall apply to each submission of an Entry.

2.2 The applicability of any other terms and conditions are rejected and shall not be applicable with regard to any Entry, unless such terms and conditions are explicitly accepted by MiTone in writing.

Article 3 Minimum Criteria

Each and every Entry must at least comply with each and every of the following criteria:

- (i) An Entry must have a MiTone product clearly visible in the picture;
- (ii) An Entry may not have obscene pictures;
- (iii) An Entry must contain a picture that is the Traveller's own (personal)

Article 4 Intellectual Property

4.1 By submitting an Entry, the Traveller grants MiTone an explicit, unlimited and perpetual license to use the Entry on websites of MiTone and/or MiTone Facebook page and/or commercial visuals in Capi's own shops and/or staff magazines.

4.2 After submitting the Entry, the Traveller waives its right to further publish and/or reproduce the Entry.

4.3 By submitting an Entry, the Traveller waives – as far as allowed pursuant to applicable law – any and all moral rights – as referred to in Article 25 of the Dutch Copyright Act – he or she has or may have with regard to the Entry.

Article 5 Prizes

6.1 MiTone will select the price winning picture. The prize winner will be notified by email and will receive the prize without any cost.

6.2 Each and every Traveller must submit his or her personal data in order to be contacted in Case of a winning entry. packaging of one or more product(s) sold by MiTone.

6.3 Personal data will not be used by MiTone for any other purpose than to contact people whose Entry has been elected to be included in the MiTone website.

6.4 A maximum of 200 of Bluetooth Speakers shall be awarded and provided by MiTone to Travellers in such manner as referred to in article 6.1 of these GT&C.

Article 7 Invalidity

If any provision of these GT&C Agreement is declared or found to be illegal, unenforceable or void, then each provision not so affected shall remain in full force and effect. Furthermore, any such illegal, invalid or unenforceable provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable and which interpretation shall be as close as possible to the intent of the invalid, illegal or unenforceable provision.

Article 8 Applicable Law and Forum

8.1 These GT&C and any Entry are exclusively governed by and shall be exclusively construed in accordance with the laws of The Netherlands.

8.2 Any disputes arising out of or in connection with these GT&C and/or an Entry shall be exclusively settled by the competent court of Amsterdam, The Netherlands.