

Wistitee: Official Rules of the Free T-Shirt Contest

OVERVIEW

This contest is organized by the SPRL Banana Kingdom (hereinafter referred to as the “Company”), a private limited liability company (S.P.R.L., or Société privée à responsabilité limitée), with main offices at Chemin Rive Droite du Canal du Centre 61, 7000 Mons, Belgium, and registered with the Crossroads Bank for Enterprises (BCE/KBO), reference number BE-0567625687, email address: hello@wistitee.com.

1. CONTEST DETAILS

This contest serves to reward persons who choose to interact with certain publications on the website www.wistitee.com (hereinafter called the “Website”) via social networks, the publications in question explicitly mentioning that they are involved in the contest in question; and/or persons who are subscribed to one or all of the Website’s newsletter(s).

2. CONTEST DURATION

The contest will take place for an indefinite period of time, held over different sessions, each lasting one week, extending from Friday at 00:00:01 (UTC+1/+2) until the following Thursday at 23:59:59 (UTC+1/+2).

If the contest or one of its sessions must be delayed, cancelled, interrupted (either entirely or partially) for reasons that are outside the control of the Company, the Company shall not be held liable in any way whatsoever.

3. PRIZES

Within each session, the present contest will reward three (3) distinct winners. The prize is the same for each winner: namely, a coupon that can be exchanged for one free t-shirt (of the winner’s choice) by ordering on the Website (in the style and size of the winner’s choice, including shipping and handling). The coupon remains valid for three (3) months following the publication of the winners’ list.

4. ELIGIBILITY

There is no cost to enter the contest and no purchase is required.

The contest is open to any individual, irrespective of where they live, with the exception of those places defined in the General Terms and Conditions of Sale of the Website. If the participant is not yet 18 years old, s/he must obtain the express approval of a parent or legal guardian.

Since the contest is held on the Website (with respect to a subscription to one or more newsletter(s)), as well as off the Website (on social networks), there is no requirement to subscribe or even to access the Website in order to participate.

In order to participate in one of the random drawings and to enter to win one of the prizes, the participant must perform one of the following actions within the corresponding contest session time-frame:

- As a Website follower on Facebook, the participant must interact with at least one of the Website’s communications, published during the contest session;
- As a follower of the Website’s Twitter page, the participant must interact with at least one of the Website’s communications, published during the contest session: this is accomplished by retweeting one or more of them;

- Simply subscribing to one of the Website's newsletters validates the subscriber's participation in all the sessions of this contest for as long as s/he remains a subscriber. With respect to this last point, contest participation is limited to one subscription per person.

The Company reserves the right to send just one prize per address, even if several people living at the same address have participated in the contest.

At any point whatsoever, each participant must be able to provide some valid proof of identity; this is so that the Company can control and sanction fraud with respect to these rules.

5. ACCEPTANCE OF THESE RULES AND FUTURE MODIFICATIONS

Subscribing to one or more newsletter(s) on the Website and interacting with the Website's publications on social networks entails the acceptance of these rules and this includes any possible modifications that might be made to them later on. Such changes might become necessary, for example, in particular in order to improve the contest, or in the case of force majeure. Participants will be notified by way of a publication on the Website, on the relevant social networks, or by some form of notification on the Website of any and all modifications made these rules as provided herein.

If someone does not want, or no longer wants to participate in the contest or in one of the sessions, but still wants to be subscribed to one or more newsletter(s) of the Website, or to interact with the Website's publications on social networks, that person can withdraw from the contest by sending an email to the following email address: hello@wistitee.com

6. SELECTION OF CONTEST WINNERS

The winners' names will be chosen by random drawing under the supervision of a panel of judges comprised of Company officials.

The random drawing of winners will take place the day after the contest session closes. This drawing will irrevocably and definitely determine the names of the winners. Participants implicitly acknowledge their awareness and accept the fact that prizes will be awarded based on chance.

It is the jury's responsibility to resolve any situations unforeseen by these rules. Questions or claims should be sent by email to the following address: hello@wistitee.com or by regular mail to: Banana Kingdom SPRL (Wistitee), Chemin Rive Droite du Canal du Centre 61, 7000 Mons (Belgium).

Insofar as the determination of winners will be exclusively handled by a computer program, participants accept that the Company cannot be held responsible for consequences resulting from malfunctions or from technical or managerial problems stemming from the computer processing of data.

7. PUBLICATION OF THE WINNERS LIST

The winners' names will be published in a communication sent out over the various social networks that the Company uses on a regular basis, as well as in the Website's weekly newsletter.

Given that one's ability to participate in this contest does not necessarily require that a contestant provide his or her email address, winners cannot be personally informed of having won. The Company asks that they contact it by using the Website's contact form or by email at hello@wistitee.com in order to claim their prizes.

By accepting his or her prize, the winner irrevocably grants the Company, without any further notice, the right to review and the consent to print, publish, broadcast, distribute and use his or her name,

avatar and personal biography published on the Website for promotional purposes, and without any compensation whatsoever.

8. CLAIMING A PRIZE

If the Company does not hear from the winner within fifteen (15) business days following the announcement of the winners' names, the Company shall be required to cancel the awarding of the prize, and the winner cannot then request to recover said prize or to receive some form of compensation.

The Company reserves the right to reallocate the prize in question to a new winner selected in accordance with the same criteria in a future contest session.

The Company refuses any and all responsibility or liability if it is unable to deliver the prize won, if, for example, the winner's delivery address does not allow for delivery by mail with a tracking number. If the participant has any concerns in this regard, the Company requests that s/he contact the Company in order to find out if this is the case at the following email address: hello@wistitee.com

9. PRIZES CANNOT BE ALTERED

Prizes won cannot in any circumstances be exchanged for their cash retail value or for some other compensation in kind. Prizes will only be awarded or delivered to winners who can, to this end, provide positive identification.

In the case that production or marketing of the prizes should be stopped, the Company reserves the right to delay, cancel, or modify the contest and in such case bears no responsibility with respect to either participants or winners.

10. RESPONSIBILITY WITH RESPECT TO PRIZES

The Company cannot be held responsible for costs, damages, accidents, or any other harm that is the result of participating in this contest, or as the result of the awarding of prizes and/or of their use.

The Company cannot be held responsible for possible defects or imperfections in the prizes it awards.

11. ABSENCE OF PARTNERSHIPS

In the context of this contest, third-party technologies and media will be used, as well as products marketed by these third parties. This does not imply that these third parties are involved in this contest: the Company is the one and only organizer and party responsible for the contest.

Any and all promotions and advertisements are in no way sponsored, endorsed or administered by, or associated with, third parties.

12. PRIVACY POLICY

Data collected during the contest period will be used in strict compliance with the personal data policy of the Website, which can be consulted in Article 9 of the General Terms and Conditions of Use of the Website.

13. FRAUD

In the case of misuse, spoofing or fraud, the Company expressly reserves the right to exclude the participants involved from the contest, and also from the Website.

14. DISPUTES

This contest and the rules presented here are governed by Belgian law, without regard to its conflicts of laws provisions. The participant agrees that any legal action resulting from his or her use of the Website, of these rules or anything related to them, shall be settled exclusively in the courts of Mons, Belgium, and s/he expressly accepts to submit to the jurisdiction of these courts for the purposes of such action.

15. LIMITATION OF LIABILITY

The Company shall not be held liable for typographical errors or any other errors in the printing of these rules or of any materials related to the administration of the contest or the awarding of prizes.

16. DISCREPANCIES IN TRANSLATION

If, in these rules, there are discrepancies in meaning between the original French version and a translation, then the original French version shall prevail.