

**TOMTOM SUMMER PROMOTION 2021 TERMS AND CONDITIONS  
("PROMOTION")**

TomTom International B.V., incorporated under the laws of The Netherlands and having its principal place of business at De Ruijterkade 154, 1011 AC Amsterdam, the Netherlands ("TomTom"), is happy to announce the "TomTom Summer Promotion 2021("Promotion"). The Promotion is governed by these terms and conditions ("Terms and Conditions").

**PLEASE READ CAREFULLY BEFORE ACCEPTING THESE TERMS AND CONDITIONS.**

**1. What is the promotion about?**

It is a promotion for those Participants who buy a TomTom Promotional Product at an Authorized Participating Reseller during the Promotion Period. Participants will receive €30 cashback, €40 cashback or 2 free accessories (being a fast multi charger and dashboard mount disks) depending on which Promotional Product has been bought.

In order to participate the Participant will have comply with ALL the requirements of these Terms and Conditions ("Participant").

The entire Promotion period shall run from 17 May 2021 until 31 July 2021 ("Promotion Period"). Participant need to submit all requested information within 14 days after purchase.

Promotion only valid to purchases made through Authorized Participating Resellers of the Netherlands.

**2. What products are on promotion?**

Please find Promotional Products, Promotions and Authorized Participating Resellers in below table.

<b>Product name</b>	<b>Product code</b>	<b>Promotion</b>	<b>Authorized Participating Resellers in The Netherlands</b>	<b>Authorized Participating Resellers in Belgium and Luxembourg</b>
TomTom GO Essential 5"	1PN5.002.10	€30,- cashback	ANWB, BCC, Bol.com, Coolblue, Expert, Media Markt, Wehkamp	Bol.com, Coolblue, Krefel, Media Markt, Saturn, Vandenborre
TomTom GO Essential 6"	1PN6.002.10	€40,- cashback	ANWB, BCC, Bol.com, Coolblue, Expert, Media Markt, Wehkamp	Bol.com, Coolblue, Krefel, Media Markt, Saturn, Vandenborre
TomTom GO Discover 6"	1YB6.002.00	2 free accessories (fast multi charger 9UUC.001.26 and dashboard mount disks 9A00.202)	Coolblue	Coolblue
TomTom GO Discover 7"	1YB7.002.00	2 free accessories (fast multi charger 9UUC.001.26 and dashboard mount disks 9A00.202)	ANWB, BCC, Bol.com, Coolblue, Expert, Media Markt, Wehkamp	Bol.com, Coolblue, Krefel, Media Markt, Saturn, Vandenborre

### 3. TomTom Authorized Participating Resellers:

The Promotion only applies to the purchase of TomTom Promotional Product at one of the Authorized Participating Resellers, as mentioned in above table (under 2. What products are on promotion?).

### 4. Participants need to fulfil the below elements to participate in the Promotion:

4.1 Participant must buy a TomTom Promotional Product at any of the Authorized Participating Resellers.

4.2 The promotion is valid on purchases made between 17 May 2021 and 31 July 2021 (inclusive) via an Authorized Participating Reseller ("Purchase Period").

4.3 The Participant shall have the opportunity to register in the website [tomtom.com/zomer2021](https://tomtom.com/zomer2021) maximum 14 days after purchase and needs to answer all questions in the online form. If the product was bought on the last day of the Promo (31 July 2021) the latest possibility will then be 14 August 2021 ("Last Registration Date")

4.4 In case of inconsistencies, the Participant shall have the opportunity to make corrections or amendments until 31 August 2021.

4.5 In order to participate the Participant will have to comply with ALL the requirements of these Terms and Conditions and must reply to certain marketing related questions asked in the registration form.

4.6 The Participant needs to submit a photo/ scan of the proof of purchase via the online registration form to be found at [tomtom.com/zomer21](https://tomtom.com/zomer21)

4.7 The Participant needs to submit a photo in which a strikethrough in the EAN-number (with marker or pen) is shown on the product packaging of the purchased Promotion Product

4.8 The cashback will be transferred to the Participant Account via bank transfer within 30 days after the claim has been approved. The accessories will be shipped to Participants address within 30 days after the claim has been approved.

**4.9 This Promotion cannot be redeemed in conjunction with any other promotions, offers, discount vouchers or similar.**

### 5. Eligibility

5.1 Participating in the Promotion is free and open to everyone who is aged 18 years or older as of the date of entry and buy a TomTom Promotional Product at an Authorized Participating Reseller in the Netherlands ("Participating Countries").

5.2 TomTom Employees and immediate family members (defined as spouse, child, mother, father, grandparent, grandchild, brother, sister, including by adoption or marriage (e.g. a step-sibling) and the spouse of any of the foregoing) of employees of any business that is involved or associated with the Promotion (including TomTom and its affiliated companies) are not eligible for the Promotion. TomTom reserves the right to verify the eligibility of all Participants.

5.3 This Promotion is not available to any second hand, refurbished/reconditioned or counterfeit stock (Including pararell traded stock).

5.4 Failure of the Authorized Participating Resellers to fulfill orders of Promotional Products over the Promotion Period is not the responsibility of TomTom.

### 6. How to Participate

The Participant will have to buy a TomTom Promotional Product at an Authorized Participating Reseller. This Promotion cannot be redeemed in conjunction with any other promotions, offers, discount vouchers or similar. There is no fee charged to enter the Promotion other than the cost of you accessing the internet or your own bank fees in connection to this promotion.

One entry per purchase per person.

Claims must be submitted fully and correctly by completing the registration form online at [tomtom.com/zomer2021](https://tomtom.com/zomer2021). The Participant will also have to complete certain Private Data and following Product Information: Store Name, Purchase Date, Product Purchased, SERIAL NUMBER and upload a legible Proof of Purchase (“Product Information”).

Participants may not include information on the registration forms that is partly or as a whole unlawful, offensive, inappropriate or contrary to good morals or denigrating to TomTom or the Promotion. TomTom will have the sole discretion to reject or remove registration forms submitted by Participants that do not comply with this paragraph or the spirit of the Promotion.

The Participant will receive an email confirming that the claim has been received. If you do not receive the email confirmation within twenty-four (24) hour, please contact TomTom helpdesk via [help.tomtom.com](https://help.tomtom.com)

#### **7. Prize(s)**

The Participant(s) will receive a cashback of 30/ 40 EURO/ 2 free accessories (depending on which Promotional Product has been bought), if all the requirements of the Promotion are fulfilled. The Participant will receive an email confirming the registration and informing the acceptance or rejection of such application. It is the Participants’ responsibility to ensure that they can accept the prizes.

Participants accept that by entering any of the elements of the Promotion they may be asked to take part in related publicity and promotional activities. Participant(s) may have their name and country displayed on TomTom’s social media networks and/or on any other TomTom websites.

#### **8. Prize Value**

TomTom reserves the right to substitute a prize of comparable or higher value for the original prize in the event of prize unavailability. By accepting either the prize, the Participant(s) agree to be responsible for all federal, state, provincial, local, or other applicable taxes associated with acceptance and use of the prize. The prize awarded is personal and non-transferable and cannot be redeemed for cash or credit. Where required by law, Participant(s) may be required to complete applicable tax forms such as a W-9 and provide a tax payer’s identification number.

#### **9. Privacy Statement**

TomTom collects personal information from you in relation to this Promotion. We request you to submit the following information: First Name, Last Name, Address, Town/City, Postcode, Country, Phone No, Email address and bank account details (“Personal Data”). TomTom will and use this information to verify if you are eligible for the promotion and to make sure that you receive the cashback amount or free accessories.

For the purpose of this Promotion, TomTom shall be the Data Controller of applicable Personal Data supplied by the Participants. The Data processor of this Promotion is Interpay Sales Promotions, IDA Business & Technology Park, Ring Road, Kilkenny, Ireland. All Personal Data will be used by TomTom solely for the purpose of administering this Promotion including supplying the information to third parties appointed to administer the Promotion and/or for any authorized marketing purposes. By giving their Personal Data for this Promotion, Participants are agreeing to their information being utilised for only administrative purposes and should the Participant moreover agree to their contact information being used further for marketing purposes by TomTom, they should check the relevant “opt-in” box when completing the claim form. Failing to check this box shall mean that all Personal Data related to the Participant shall be deleted after being used for this promotional purpose.

TomTom adheres to General Data Privacy Regulation and the corresponding local Data Privacy Laws. TomTom will protect your information against misuse. TomTom is hereby authorized by Participant to pass this information to a third party for handling and fulfillment of this Promotion only.

TomTom will keep all information during at least seven (7) years to comply with the applicable tax regulations.

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

#### **10. Notice and take down**

TomTom reserves the right to verify any application, including but not limited to the Private Data and Product Information set forth in these Terms and Conditions. TomTom reserves the right to reject claims if it suspects fraudulent activity. Applications that do not comply with these Terms and Conditions or Participant found to be abusing the Promotion in any way will have all their claims declared void. TomTom decisions in relation to this Promotion are final.

If you consider any material related to the Promotion to be illegal or unacceptable and wish to complain, please send us a message via [help.tomtom.com](http://help.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.

#### **11. Prize Conditions and Releases**

By entering and participating in the Promotion, each Participant agrees on behalf of itself and each of Participant's heirs, executors, and administrators (i) to release and hold harmless TomTom and their respective officers, directors, and employees (collectively, "Released Parties") from any and all liability, rights claims and causes of action that entrant may have or which may arise against the Released Parties for any illness, injury, death, loss, litigation, or personal or property damage that may occur, directly or indirectly, whether caused by negligence or not, from such Participant's participation in the Promotion and/or his/her acceptance, possession, use, or misuse of the prizes or any portion thereof; (ii) that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, with respect to the prizes, including, without limitation, to such prize's quality or fitness for a particular purpose; and (iii) to be bound by these Terms and Conditions and to waive any right to claim any ambiguity or error therein or in the Promotion itself, and to be bound by all decisions of TomTom, which are binding and final. Failure to comply with these conditions may result in disqualification from the Promotion at TomTom's sole discretion.

#### **12. Liability**

Nothing in this Promotion or these Terms and Conditions shall operate 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 Promotion, 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 Promotion in general. Participating in the Promotion 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 their device and to provide current and accurate information in order to be eligible for this Promotion.

**13. Contact**

If a Participant wants to receive more information about the Promotion, about the (distributed) prizes, about TomTom products or services or has a complaint about the Promotion, the Participant can contact Customer Care via [help.tomtom.com](https://help.tomtom.com) or <https://myactions.eu/contact>

**14. Termination**

If, for any reason, this Promotion is not capable of running as planned or conflicts with local laws or regulations TomTom reserves the right to cancel, terminate, modify or suspend all or part of the Promotion 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.

**15. Miscellaneous**

If any provision, or part of a provision, of this Promotion or these Terms and Conditions, is found by any court or authority of a competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of this Promotion, and the legality, validity or enforceability of the remainder of the provisions of this Promotion shall not be affected, unless otherwise required by operation of applicable law. TomTom shall carry out this Promotion in compliance with the laws and regulations on promotional games of chance and skill and promotional gifts.

This Terms and Conditions will be provided in Dutch, English and French. In case of conflict, the Dutch language shall prevail.

**16. Choice of Law**

The Promotion and these Terms and Conditions will be governed by and construed in accordance with the laws of the Netherlands.

**17. Permitted Assignments and Delegations**

TomTom may, without notice and without the consent of Participants, assign any of its rights relating to its operation of the Promotion or delegate any of its duties relating to its fulfilment of the Promotion under these Terms and Conditions, if such assignment or delegation is to an affiliate of TomTom.