



## Terms and Conditions

### Who is the organiser?

1. The organiser of the Contest is On AG (company no. CHE-115.332.641), whose registered office is at Förribuckstrasse 190, 8005 Zürich, Switzerland (hereinafter referred to as the “Contest” or “Raffle” and “On” or “we” respectively).

### Who may participate?

2. Employees of On, their close relatives and anyone otherwise connected with the organisation of the Raffle, are excluded from participation.
3. By participating in the Contest in accordance with the provisions as outlined below, you are indicating your agreement to be bound by these Terms and Conditions.

### What is the Raffle?

4. You can participate in the Raffle by uploading a photo or video in the Raffle’s Twitter Thread. The uploaded content must show “the funniest sign of the NY Marathon”. The participant that submits the funniest and original sign according to the On team shall win the Contest prize (as outlined in further detail below).
5. There is no entry fee and no purchase necessary to participate in the Contest.
6. Multiple entries from the same person can be considered.
7. Closing date for entry in the Raffle is 06.11.22 at 11:59 pm EST (the “Closing Date”). After this date, no further entries to the Raffle will be permitted. No responsibility can be accepted for entries not received for whatever reason.

### What is the Raffle prize?

8. The prize per winner is as follows: The winner will get a head-to-toe On outfit, including top and bottom apparel pieces.
9. The winner is not eligible to select the products that form part of the Prize themselves. It will only be possible to select the size of the products. On will provide the products based on stock availability.
10. Regarding On products, On’s standard warranty terms as defined in the [General Terms and Conditions](#) apply.



11. The Prize is as stated and no cash or other alternatives will be offered. The Prize is not transferable or exchangeable. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.
12. Prizes may be subject to withholding tax. As a consequence, On may, depending on the type of prize, (i) report the prizes, the prize values and the winners to the Swiss Federal Tax Administration or (ii) withhold the 35% withholding tax and pay it to the Swiss Federal Tax Administration. On is entitled to retain the prizes until the winners submits all information required under the applicable fiscal law (such as certificate of residence or any other documents).

### **How are the winners determined and notified?**

13. 1 winner of the Contest will be selected by the On team, according to their criteria.
14. The winner will be notified via Twitter DM (depending on the means of participation) within 2 (two) days of the Closing Date. All of the details relevant for claiming of the prize will be communicated in the said notification (full name, address, phone number, shoe size).
15. If the winner cannot be contacted or does not claim the prize within 2 (two) days of notification, we reserve the right to withdraw the prize from the winner and contact a replacement winner.
16. The winners agree to the use of their first name and the first letter of the last name (i.e. "Sandra M.") and of their location in any publicity material published by On or any third parties.

### **Data Protection**

17. Any personal data relating to you will be used for the Contest, in accordance with the applicable data protection legislation.
18. In addition, On will use the information provided to send you newsletters about On's products, surveys, offers and other promotional materials, if you sign up for our newsletter in the questionnaire.
19. For more information about the handling and use of your personal data, please visit the following website: [https://customer-service.on-running.com/privacy\\_policy](https://customer-service.on-running.com/privacy_policy).

### **Miscellaneous**

20. On's decision in respect of all matters to do with the Raffle are final and shall not be subject to review or appeal.
21. On reserves the right to cancel or amend the Raffle and these Terms and Conditions without notice in the event of force majeure such as a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of On's control. You will be notified about any changes to the Raffle as soon as possible.



22. By registering, you agree to release, discharge and hold harmless On, its legal representatives, affiliates, subsidiaries, agencies and their respective officers, directors, employees and agents from any damages whatsoever suffered, sustained or allegedly sustained in connection with the Raffle.
23. On has the right, at its sole discretion and at any time, to change or modify these Terms and Conditions, such change shall be effective immediately upon posting to this webpage.
24. This Contest is in no way sponsored, endorsed or administered by, or associated with any third party provider.

#### **Applicable Law & Dispute Resolution**

25. These Terms and Conditions are governed by Swiss law and any disputes will be subject to the exclusive jurisdiction of the courts of Zurich, Switzerland.

Status: November 2022