TERMS & CONDITIONS OF THE CANDYLAND SCRATCH CARD 2025 PROMOTION

Participation to this promotion is deemed acceptance of these terms and conditions.

Participants who do not agree should not proceed with the promotion.

 ORGANIZER: Samsonite Europe NV, Westerring 17, B-9700 Oudenaarde (hereafter "Samsonite"), is organizing the promotion detailed in point 2 below and in these Terms & Conditions (hereafter, jointly or together referred to as "Promotion").

2. PROMOTION

Prizes and value: 3x Create Cotton Candy Maker (49,95 eur)

Countries eligible: IE, FR, DE, ES, BE, NL, L, SE, DK, FIN, PL, HUN, CZ, SK, AT

3. **ELIGIBILITY**: The promotion is open to all residents of the countries mentioned for each of them in point 2, that have obtained the legal age (hereafter the "Participant").

Directors, officers, management, employees, other staff, authorized agents, distributors and wholesale customers of the Organizers and their immediate family members or any of their affiliated companies or any other persons involved in the making of the Candyland Scratch card 2025 promotion are not eligible to enter or win.

Any participation not complying with these Terms & Conditions is invalid. The Organizers explicitly reserve the right to refuse or remove a Participant, at their sole discretion, in the event the Organizers determine a Participant does not comply with all rules and regulations as contained herein or as required by applicable law.

4. **PROMOTION PERIOD**: This Promotion begins on February 7th 2025. CET and ends once all stock of the free gift is depleted, or (ii) when the last Scratch Card (as defined below) has been given away consistent with these Terms & Conditions.

5. PARTICIPATION REQUIREMENTS

A scratch card is included with every order of a SoundBox Spinner 55, SoundBox Spinner 67 or SoundBox Spinner 77 in Pastel Green, Pastel Blue, Pastel Yellow or Pastel Pink on www.americantourister.eu (in participating markets) from February 7th until supplies last.

Customers need to scratch the prize box on the scratch card. If the customer scratches a SoundBox suitcase in Pastel Pink, they are the winner of 1 Cotton Candy Maker. Other scratch cards will show a sad smiley emoticon. To enter the promotion and validate their win, customers must follow the steps listed under point 6.

6. SELECTION OF WINNERS

To enter the promotion and validate their win, customers must follow these steps before 00:00 CET, February 28, 2025 to redeem their prize:

1. Send a mail to info@americantourister.com including a picture of the scratch card, your name,

- address and phone number.
- 2. Once the entry is successfully received, the Samsonite team will validate the submission by requesting the order number of the order they received the scratch card with.
- 3. The Samsonite team will confirm the prize and notify the winners via mail and ship the prize within 30 days of the promotion's closing date.

Entries submitted after 00:00 CET on February 28, 2025 will be deemed invalid and will not be validated.

The Organizers are not liable for any lost, late, misdirected, incomplete, illegible, undelivered, or destroyed scratch cards, regardless of cause or the person responsible, including, but not limited to, any problem or technical malfunction of any computer, online system, or server or technical problem.

The Organizers are not responsible for and will not consider incomplete or incorrect entries. The Organizers will not accept responsibility for entries not received for whatever reason. All decisions made by Samsonite are final on all matters relating to the Promotion. Samsonite will not discuss the Promotion results and will not enter into any correspondence on the subject matter.

7. **PRIZES**: The Promotion Prizes are as stated in point 2 and no cash or other alternatives will be offered. The Promotion Prize is not transferable and cannot be returned. The Promotion Prize is awarded "as is" without warranty of any kind. The Organizers are not responsible for direct or indirect damages that occur as the result of the use or loss of the Promotion Prize, regardless of cause. The Organizers reserves the right to substitute the Promotion Prize with a prize of an equivalent value should the Promotion Prize become unavailable for any reason. Only the Winners will receive the Promotion Prize.

Samsonite will use reasonable efforts to ship the Promotion Prize to the Winner who has confirmed acceptance of the Promotion Prize and provided the requested contact details with a delivery address in one of the countries eligible for the specific Promotion, in accordance with these Terms & Conditions.

The value of the prizes indicated in point 2 is made is EUR and based on the value of these prizes in Belgium. Value may differ in other countries or in other currencies.

- 8. **TERMINATION OF THE CONTEST:** The Organizers have the right to deviate from these Terms & Conditions, or to terminate the Promotion at any time at their absolute discretion without being liable towards any Participant or any other person, and without notice, in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of applicable law or regulation or any other event outside of the Organizers' control. The Organizers will not award any prize for the specific Promotion which are terminated.
- 9. **EXCLUSION OF LIABILITY:** Except as specifically set out in these Terms & Conditions and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded. To the fullest extent permitted by law, Samsonite hereby excludes and shall not be liability for any costs, expenses, forfeited prizes, damages and other liabilities, towards any Participant or Winner in connection with or arising out of one or more of the Promotion. Samsonite does not exclude its liability for death or personal injury as a result of its own negligence. By participating to the Contest/Giveaway, the Participant agrees to indemnify and hold harmless the Organizers against any and all actions, claims, damages, expenses or liabilities suffered or incurred directly or indirectly by the Organizers as a consequence of any breach or alleged breach, non-performance or non-observation by

the Participant of any agreement, conditions, obligation or warranty on the part of the Participant.

In the event that any provision of these Terms & Conditions are held to be illegal, invalid, void or otherwise unenforceable, the remaining provisions shall continue to have full force and effect.

- 10.DATA PROTECTION/PRIVACY POLICY: By entering the Promotion, the Participant warrants and undertakes that the information submitted by them is true, accurate and complete. It is a condition of participation to the Promotion that Samsonite has the right to process the personal date of the Participants and the Winners, for the sole purpose of the execution of Promotion. The Participant consents to the use of their personal data by the Organizers.
 - Please refer to Samsonite's Privacy Policy at https://www.aboutbags.com/samsonite/fr FR/home.html.
- 11.**JURISDICTION**: The legal relationship between the Organizers and the Participants is governed by the applicable laws of Belgium. Any and all legal actions or claims arising in connection with the Promotion must be brought in a court of competent jurisdiction in Belgium.
- 12.**RELEASE**: Samsonite disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Promotion, and reserves the right, in its sole discretion, to cancel, modify or suspend the Promotion should a virus, bug, computer problem, unauthorized intervention or other causes beyond its reasonable control, corrupt the administration, security or proper play of the Promotion.

By participating in the Promotion, Participants agree that no claim shall be asserted against Samsonite, its affiliates or any of its respective directors, officers, employees or agents in respect of any damages, rights, claims or actions of any kind whatsoever that result from their participation to the Promotion and/or acceptance and enjoyment of the Promotion Prize(s).

The Promotion is void where prohibited. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with the Promotion are hereby excluded and any Participant expressly waives any and all such rights.