

THE MONTBLANC SIHH INSTAGRAM AND TWITTER CONTEST

HOW TO PLAY

From January, 15th to 19th, Montblanc International GmbH, (hereafter “**Montblanc**”) will organize and conduct the Montblanc SIHH contest (hereafter the “**Contest**”) on Instagram and Twitter.

Fans and followers of Montblanc are invited to take part in the contest. In line with the spirit of exploration, fans are challenged to share a photo that they have taken showing exploration, with Montblanc on Twitter and Instagram.

Montblanc will review all submissions and a Montblanc appointed jury will choose the winner. The First Prize is a Montblanc 1858 Geosphere Watch

Those who wish to enter and participate in the Contest (hereafter “**Participants**”) are asked to read and accept these Contest rules (available in English only). When Participants submit an Instagram post or Twitter tweet in accordance with these rules and enter the Contest they are acknowledging their acceptance of these Contest rules.

The contest will be hosted on Instagram and Twitter only. Participants must have a valid Instagram or Twitter account in order to take part.

CONTEST RULES

1. These Contest rules (hereafter the “**Rules**”) apply to the contest. By entering the contest, Participants agree to the rules.
2. Entering the contest consists of sharing the hashtags #SIHH, #Montblanc and the specific #SpiritofExploration hashtag with a picture of exploration taken by the individual. The Contest shall be void where prohibited by law.
3. By entering the Contest, Participants expressly acknowledge that the Contest is in no way sponsored, endorsed or administered by, or associated with Instagram and Twitter. Participants expressly agree to release Instagram and Twitter of any and all claims relating to or arising from the contest. The contest is promoted and organized by Montblanc International GmbH with registered office located at Hellgrundweg 100, 22525 Hamburg, Germany; Email: service@montblanc.com. The contest is exclusively accessible through Instagram and Twitter. Consequently, each Participant will need to have a Twitter or Instagram account (i.e. be registered on Twitter or Instagram) as of the date of entry in order to enter the Contest and take part.
4. If a Participant does not understand the rules then the participant should not participate.

5. Only accepted posts and tweets, that is, post or tweets that meet all the conditions (as noted in **Article 6** below) will be entered into the Contest.
6. By submitting their posts or tweets, Participants agree to and ensure that:
 - The post or tweets are uploaded in accordance with Instagram and/or Twitter Terms of Use (www.twitter.com/tos and www.instagram.com/about/legal/terms/before-january-19-2013/)
 - The posts or tweets are original; in other words, the posts or tweets are created by the Participant are exclusively the sole work of the Participant, nobody else has worked on the posts and/or tweets, and he/she is the owner of the entirety of the copyright in the post and/or tweet.
 - The posts or tweets must not contain materials embodying the name, likeness, or other identifying elements of any person, including without limitation, celebrities and/or other public or private figures, living or dead, without express written permission from the person or persons (or their estates) depicted in the comment and expressly authorizing Montblanc to use name, likeness or other identifying elements as contemplated for the contest and for use on Montblanc's official website and official social media sites in connection with the Contest;
 - The posts or tweets should not promote any brand other than Montblanc;
 - The posts or tweets do not contain any element whatsoever that might infringe a third party's rights in any way, for example another work of art, a third party trademark or logo, a third party's copyright, etc.;
 - The posts or tweets do not in any way reflect negatively on anyone's or anything's image or reputation;
 - The posts or tweets are not in any way violent or pornographic, and will not, in any way whatsoever harm the dignity or any other rights of any third party, or feature in any other offensive content (as determined by Montblanc in its sole discretion);
 - The posts or tweets do not promote illegal drugs, firearms/weapons or any activities that may appear unsafe or dangerous;
 - The posts or tweets do not contain any computer virus or other code designed to destroy, divert, interrupt or limit any computer system in any way;
 - And, overall, the posts or tweets do not to their knowledge contravene current legislation;

7. Montblanc will moderate the receipt of the posts and/or tweets and reserves the right not to accept any posts and/or tweets from the Contest that does not comply with the above-mentioned conditions and/or the Rules.
8. By submitting the posts and/or tweets and entering the competition, participants grant Montblanc a worldwide, royalty free, non-exclusive right and license to reproduce, in whole or in part, display, distribute and communicate and more generally use each submitted posts and/or tweets and portions thereof, online, free of charge during the competition and thereafter, in any media whatsoever and in any manner, including promotional, advertising, marketing, publicity and commercial uses in the context of the contest. This use may include without limitation use on the Internet, including use on Montblanc's official website, on its official stories to tell blog, and on Montblanc's official social media pages, including its Facebook, Twitter, Instagram, Pinterest and YouTube sites in whatever form and in whatever medium.

QUALIFYING PARTICIPANTS

9. The contest is NOT open to minors and to qualify to enter the Contest you must be of legal age. Montblanc assumes that by entering the Contest you warrant that you have the legal capacity to enter the contest and agree to the rules (i.e. that you are of sufficient age and mental capacity and are entitled to be legally bound in contract). Proof of age will be required to collect the prize.
10. Employees and immediate family members of employees of Montblanc and their associated companies, professional advisors, photographers and promotional agencies connected with the creation or administration of the Contest are not eligible to take part in the Contest. Montblanc reserves the right to verify the eligibility of all Participants.
11. No purchase is required nor is there any charge to enter the Contest other than the usual internet connection charges payable to the Participant's service provider and/or telephone company.
12. By entering the Contest, the Participant hereby warrants that all personal details submitted by him/her are true, current and complete, as noted in Article 31 of these rules, are accurate and valid. Information collected from entrants is subject to Montblanc's Privacy Policy, which can be found at <http://www.montblanc.com/en/terms-and-legal/privacy-policy.html>
13. By entering the contest, the Participant also hereby warrants that they will observe a polite attitude and will not post on any of the Montblanc social network pages (Facebook, Instagram, Twitter, etc.) any comments that would be insulting, offending

or any content that would be contrary to the law. Any such comments will immediately be deleted.

14. Montblanc reserves the right to disqualify any Participant if it has reasonable grounds to believe the Participant has breached any of these Rules, has cheated, or does not meet any of the conditions set out in these Rules.
15. Montblanc reserves the right to not display or include Participant's whose usernames are offensive or include profanities in the Contest.
16. In the event that the Contest is considered illegal in any country in which a Participant resides, the resident Participants of said countries will refrain from participating.

THE CONTEST – ENTRIES

17. The Contest begins on the 15 of January 2018 at 7am Eastern Standard Time and ends on the 19 of January 2018 at 7.00pm (CEST).
18. Montblanc must receive all the submissions before 19th January 2018 at 7.00 p.m (CEST). Submissions received after this time and date will not be taken into account.
19. Each Participant may enter more than once, as long as each 'entry' is original content.
20. Entries may be submitted by a single registered Twitter account-using Participant or a single registered Instagram account-using Participant; group submissions are not permissible.

PRIZE

21. The winner of the Contest will be the one Participant whose entry has been selected by the Montblanc jury.
22. The winner will consist of those Participants who (i) validly registered in the Contest; (ii) submitted posts and/or tweets that were in accordance with the rules and deadline, (iii) and have been selected by the Jury and (iv) have been notified by Montblanc that he/she is a winner.
23. The winner will be announced on Montblanc's Facebook, Twitter and Instagram page as on the website www.montblanc.com/sihh within seven (7) days after the end of the Contest.

24. The winners will be required to provide Montblanc, within seven (7) days of the date notice or attempted notice is sent, a statement confirming acceptance of their prizes, their name, mailing/postal address, and email address. Montblanc will also notify the winners via an Instagram or Twitter comment at which point they will be given instructions. If a winner cannot be contacted or fails to provide the information requested or fails to comply with the rules, such winners forfeits their prize.
25. If the prizes are declined, forfeited, or unclaimed by the winners, or if a winner cannot be contacted through the details provided within seven (7) days of notification, then the winner will forfeit the prize and a replacement winner may be selected by the jury at Montblanc's discretion. Montblanc will notify the new winner accordingly.
26. The prize is not refundable. Moreover, the winner cannot change, vary, or substitute any element of the prize. The prize is not eligible for redemption for cash by Montblanc. The prize is awarded at Montblanc's entire discretion and no prize will be awarded as a result of improper actions by or on behalf of any Participant.

LIABILITY

27. By taking part in the Contest, the Participant accepts that unforeseen technical problems linked to the use of computer networks may arise, including problems when connecting to the internet. Montblanc cannot accept any responsibility for any damage, loss, injury, or disappointment suffered by any participant entering the Contest. Montblanc is not responsible for any problems or technical malfunction of any telephone network or lines, computer wi-fi systems, servers, or providers, platforms and/or platform operators, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to participant's or any other person's computer or other mobile device related to or resulting from participation or downloading any materials in the Contest.
28. Montblanc gives no warranty or guarantee in relation to the prize and accepts no responsibility or liability for any prize being substituted by Montblanc. To the fullest extent permissible by law, Montblanc excludes liability for all loss, damage or claim arising as a result of the Participant's entry into the contest or use of the prize.
29. By receipt of the prize, the winner agrees to release and hold harmless Montblanc and their respective subsidiaries, affiliates, suppliers, distributors, and advertising/promotion agencies, and their respective parent companies and each such company's officers, directors, employees, and agents, (collectively the "released parties") from and against any claim or cause of action, including, but not limited to,

personal injury, death, or damage to or loss of property, arising out of the Contest, as far as permissible under applicable law.

30. The released parties are not responsible for: (i) any incorrect or inaccurate information, whether caused by Participants, printing/display errors or by any of the equipment or programming associated with or utilized in the Contest; (ii) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) unauthorized human intervention in any part of the entry process or the contest; (iv) technical or human error that may occur in the administration of the contest or the processing of the entries/submissions; or (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Contest or receipt or use or misuse of the prizes.

DATA PROTECTION AND PUBLICITY

31. Montblanc reserves the right and the Participant expressly agrees that with entering the competition, then Montblanc may publish his/her name and/or username.
32. The winner grants Montblanc non-exclusive rights of use and dissemination as to the aforementioned right to use their name and/or username, free of charge in any media whatsoever, including the right, if necessary to reproduce the winners' likenesses.
33. The personal information requested (including any data collected in accordance with the T&Cs as detailed) will be collected solely in order for Montblanc to administer the Contest.

Should any Participant have any queries or complaints, they may contact Montblanc as follows: Social.Media@montblanc.com

Entries will also be subject to Instagram and Twitter's privacy policy which is available at: www.instagram.com/about/legal/privacy/ and www.twitter.com/privacy?

CANCELLATION

34. Montblanc reserves the right to cancel the Contest and/or to amend the Rules or change the prizes at any time with the understanding that notice of any such change will be provided to all Participants via notification on Montblanc's Instagram and

Twitter page. Any changes will be posted on the official Instagram and Twitter channels of Montblanc.

APPLICABLE LAW

35. In the event of any dispute regarding the Rules, conduct, results, and all other matters relating to the Contest, Montblanc's decision shall be final and no correspondence or discussion shall be entered into.
36. Except where prohibited, Participants agree that (i) any and all disputes, claims and causes of action arising out of or connected with this Contest or with the prizes shall be resolved individually, without resort to any form of class action, and exclusively by the competent courts of Hamburg, Germany; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the contest, but in no event attorney's fees; and (iii) under no circumstances will Participants be permitted to obtain awards for, and participants hereby waive all rights to claim indirect, punitive, incidental, and consequential damages and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of the Participants and Montblanc in connection with the Contest, shall be governed by, and construed in accordance with the laws of Germany without giving effect to any choice of law or conflict of law rules.