

## Let's Write Contest – MONTBLANC

Montblanc launches its “Let’s Write” contest (the “**Contest**”) to celebrate 100 years of the Meisterstück. The goal of this contest is to collect stories about the Power of Writing that the participants want to share (the “**Participant(s)**”).

### 1. Participation Rules

- a. These Terms & Conditions (“**Rules**”) apply to the Contest. By participating in the Contest, each Participant agrees that he/she has read, understands and agrees to be bound by these Rules, and further warrants that he/she has the legal capacity to enter the Contest and accept the Rules.
- b. The Contest is promoted and organised by Montblanc International GmbH, Hellgrundweg 100, Hamburg 22525, Germany (“**Montblanc**”). Questions and requests from the Participants are to be sent to: [writing@montblanc.de](mailto:writing@montblanc.de).
- c. These Rules are displayed on the Contest web page on Montblanc’s website at the following address:
  - in English: <https://montblanc.com/en-ch/customer-service/faqs>
  - in French: <https://montblanc.com/fr-fr/customer-service/faqs>
  - in German: <https://montblanc.com/de-de/customer-service/faqs>
  - in Portuguese: <https://montblanc.com/en-pt/customer-service/faqs>
  - in Spanish: <https://montblanc.com/es-es/customer-service/faqs>

### 2. How to participate

- a. The Contest will start in September 2024 and will close on 31 October 2024. The date of dispatch according to the postmark is the relevant data for the closing date.
- b. The Participant shall write maximum 1 double-sided page with his/her story about the Power of Writing, in French, German, Italian, Portuguese or Spanish (the “**Letter**”). The Participant may write only one Letter in a single language.
- c. The Participant may pick-up in the participating boutiques a writing kit, containing paper canvas, a pre-stamped and pre-addressed envelope and the Form, as defined below, or send an email to the following address [writing@montblanc.de](mailto:writing@montblanc.de) to receive this writing kit.
- d. The participating boutiques are:
  - In Austria: Montblanc Wien; Montblanc Salzburg; Montblanc Parndorf Outlet; Montblanc Linz; Montblanc Graz and Montblanc Innsbruck.
  - In Belgium: Montblanc Brussels and Montblanc Antwerpen.
  - In France: Montblanc Paris - Champs-Élysées; Montblanc Paris - Capucines; Montblanc Paris - rue de Rennes; Montblanc Paris - Printemps de l'Homme; Montblanc Paris - Galeries Lafayette Couple; Montblanc Paris - Galeries Lafayette Hommes; Montblanc Lille; Montblanc Lyon; Montblanc Strasbourg; Montblanc Cannes; Montblanc Toulouse; Montblanc Bordeaux; Montblanc St Laurent du Var - CAP 3000; Montblanc Marseille; Montblanc Aix en Provence; Montblanc Montpellier; Montblanc Reims; Montblanc Metz; Montblanc Nancy; Montblanc Dijon und Montblanc La Réunion.
  - In Germany : Montblanc Hamburg Neuer Wall; Montblanc Hamburg Montblanc Haus; Montblanc Berlin Friedrichstr; Montblanc Berlin KaDeWe; Montblanc Hannover; Montblanc Köln; Montblanc Düsseldorf; Montblanc Frankfurt Goethestr; Montblanc Frankfurt Airport;

- Montblanc München Maximilianstr ; Montblanc München Oberpollinger ; Montblanc Leipzig and Montblanc Essen.
- In Luxemburg: Montblanc Luxembourg.
  - In Monaco: Montblanc Monaco.
  - In Portugal : Montblanc Boutique Av. Liberdade ; Montblanc Boutique ECI Lisboa ; Montblanc Boutique Porto ; Montblanc Boutique ECI Gaia ; Montblanc Boutique Centro Colombo and Montblanc Boutique CascaisShopping.
  - In Spain : Montblanc Boutique Serrano (Madrid); Montblanc Boutique ECI Castellana (Madrid); Montblanc Boutique ECI Pozuelo (Madrid); Montblanc Boutique Paseo de Gracia (Barcelona); Montblanc Boutique ECI Diagonal (Barcelona); Montblanc Boutique ECI Plaza Cataluña (Barcelona); Montblanc Boutique ECI Marbella and Montblanc Boutique ECI Pintor Sorolla (Valencia) and Montblanc Boutique Granada.
  - In Switzerland: Montblanc Genève; Montblanc Genève Aéroport; Montblanc Zürich; Montblanc Basel; Montblanc Lugano and Montblanc Crans-Montana.
- e. The Participant may choose to write on his/her own paper or to use the paper canvas provided in the writing kit.
- f. Letters shall be handwritten and can be delivered to a participating boutique or sent to the following address:
- Montblanc Deutschland GmbH, zHd. Marketing / Let's Write, Hellgrundweg 100, 22525 Hamburg, Germany.
  - Montblanc France, Direction Marketing, 152 av des Champs-Élysées, 1er étage, 75008 Paris, France.
  - Montblanc Iberia, S.L.U., Att. Marketing, Paseo de la Castellana, 141 - planta 10, 28046 Madrid, Spain.
  - Montblanc Switzerland, 37 Chemin du Champs-des-Filles, 1227 Plan les Ouates, Switzerland.
- g. There will be five (5) winners, one in each language. Montblanc will split the Letters per language and send them to the dedicated jury appointed by Montblanc at its sole discretion.
- h. The winners will be contacted by Montblanc on or about 30 November 2024 by email.
- i. Montblanc may decide to publish the Letters received as part of this Contest. Each Participant shall indicate the credit that shall be used by Montblanc. In absence thereof, Montblanc may refer to the Participant with his/her first name and surname indicated by the Participant in the Form, as defined below. The Letters selected by Montblanc will be printed in a book available in the participating boutiques. The Letters of the winners will be highlighted in the printed books.

### **3. Qualifying Participants**

- a. The Contest is open to those legal residents of the European Union, Monaco and Switzerland, having reached the age of majority in their country of residence.
- b. There is no purchase requirement to participate in the Contest.
- c. Each Participant will be required as a condition of continued eligibility to complete and sign a form (the “**Form**”) that will be available in participating boutiques and on Montblanc’s website at the addresses mentioned above. Each Participant shall send the completed and signed Form with his/her Letter.
- d. Participants will be asked to provide personal information in order to facilitate the granting of the prize, as defined below. Participants hereby warrant that all personal details submitted by them are true, current and complete and that the e-mail addresses submitted by them are accurate and

valid. As a Participant, you understand that you are providing your information solely to Montblanc.

- e. Montblanc's employees, officers, directors, agents, associated companies, professional advisors and advertising and promotional agencies are not eligible to participate in the Contest.
- f. Montblanc reserves the right to disqualify any Participant if it has reasonable grounds to believe that the Participant does not have legal capacity, has breached any of these Rules, or has otherwise behaved in an unfair or fraudulent way.
- g. By participating in the Contest, each Participant agrees to and ensures that:
  - the Participant is the author of the Letter and has the rights necessary to grant to Montblanc for all purposes and uses of the Letter as noted in these Rules (and will do so).
  - the Participant has no expectation of compensation or confidentiality of any nature with respect to the Letter.
  - the Letter does not promote any brand (other than Montblanc).
  - the Letter does not in any way reflect negatively on anyone's image or reputation.
  - the Letter is 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.
  - the Letter does not contain any racist, xenophobic, intolerant, vulgar or rude languages.

Montblanc reserves the right not to accept or to remove from the Contest any Letter and to disqualify from the Contest Participants that do not comply with the above-mentioned conditions.

#### 4. **Grant of rights**

- a. By providing the Letter to Montblanc in connection with the Contest, each Participant shall retain all right, title and interest (including copyright) in and to the Letter, and shall grant to Montblanc a worldwide, free of charge, irrevocable, and exclusive licence to copy, use, modify, reproduce, display, publish adapt and transmit the Letter, in whole or in part, for use in all media now known or hereafter devised in perpetuity beginning on the date of entry, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest and in particular full right to reproduce the Letter on Montblanc's website, social media sites, for PR purposes in connection with the Contest and in all related promotional materials, in books / catalogues / magazines, whether online or offline, for purposes of promoting the Contest, in black and white and in color, in any dimension and in any number, without any compensation to Participant or any third-party, for archival purposes in perpetuity, including, but not limited to internal uses such as training, education and information tools for Montblanc employees and its affiliates, Montblanc archives, which may be made available to the public, whether on the Montblanc website or in any retrospectives or exhibitions (public or private) and for historical retrospective in the Montblanc Haus museum in Hamburg and any communication around the Montblanc Haus.
- b. The Participant hereby confirms that the Letter is an original work, solely created by the Participant, and that no third-party participated as an author, co-author, or otherwise in the creation of the Letter or any part thereof. Montblanc assumes no responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and all such liability shall remain with the Participant. In addition, each Participant represents to Montblanc that the Letter does not infringe any copyright interest of any third-party and that the Letter is not defamatory or obscene and does not violate any laws relating to hate speech or otherwise. Montblanc reserves the right to exclude any Letter on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by Montblanc in its sole discretion.
- c. Montblanc reserves the right, but has no obligation, to credit the Participants for their Letters. Participants also grants the rights to Montblanc to use their first name, surname and

biographical/personal information provided by the Participant for the same uses and in the same conditions as described in the present clause, without compensation, except where prohibited by law.

## 5. Prize

- a. There will be five (5) winners, one winner per language (French, German, Italian, Portuguese and Spanish) selected by each jury from the Participants.
- b. Each winner shall receive two-day trip to Hamburg with a visit of the Montblanc Haus Museum, and a Meisterstück Gold-Coated 149 Fountain Pen (Ident No. MB115384) (“Prize”). The round trip will only be from the winner's place of residence. Montblanc will cover the cost of transport (plane or train) to Hamburg and hotel accommodation for the winner and one (1) guest. The hotel will be chosen by Montblanc at its sole discretion.
- c. All costs and expenses associated with prize acceptance and use not expressly stated herein as being provided, including without limitation, all federal, state, local, county, provincial, municipal and other taxes (including income and withholding taxes), luggage fees, travel documents, insurance, meals, incidentals, in-room charges, telephone calls, beverages, gratuities, ground transportation to and from Prize events, and any other expenses not specified in these Rules are the sole responsibility of the winners.
- d. The exact details of the trip including the date of departure and return date, which shall be in 2025, shall be determined by Montblanc in its sole discretion, with the meaningful consultation of each of the winners, at a later date after the winners have been contacted by Montblanc on 30 November 2024 at the latest. Specific travel arrangements will be made by Montblanc and their agents, and they shall determine the selection of departing airport, destination airport, airline carrier, flight times and destination hotel in their sole discretion.
- e. Montblanc, its officers, its directors and its agents are not liable for any expenses incurred due to flight cancellations or delays. Prizes may be forfeited if (a) travel documents are unattainable for any reason within the time required by Montblanc, or (b) the winner does not have unqualified right to re-enter its country of origin after leaving the country. Each of the winners is solely responsible for determining and complying with all applicable travel procedures and restrictions, and must comply with all hotel check-in requirements, including without limitation presentation of a major credit card. Reservations are subject to availability and travel restrictions and blackout dates may apply.
- f. Montblanc will notify the winners on or about 30 November 2024 via email address submitted by them. Once Montblanc notifies the potential winner that she/he has won the Prize, the potential winner must respond to Montblanc within fourteen (14) days of receiving such notification, to confirm whether the winner wishes to accept the Prize. If a winner cannot be reached or if he/she is found to be ineligible, or if he/she is unable to claim the Prize, he/she will be disqualified, and Montblanc will select the next Participant selected by the jury.
- g. If any winner is unable to claim its Prize for any reason, no compensation or substitution will be provided in lieu thereof and Montblanc will have no further obligation to such winner. The Prize is personally attributed and not transferable. There is no cash alternative for the Prize. 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. No substitution allowed except that Montblanc may in its sole discretion substitute a prize of equal or greater value. Winners are subject to the income reporting and (if applicable) required tax payments in their country of residence.
- h. In order to receive the Prize, the winners will further be asked to provide additional contact information and details in order to facilitate the granting of the Prize (such as the winners’ passport information). A Montblanc representative shall gather such details by contacting the winners

personally. Montblanc may need to share such details with third parties to fulfil its obligations in providing the winners with the Prize.

#### **6. Liability**

- a. 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.
- b. Montblanc gives no warranty or guarantee in relation to the Prize and accepts no responsibility or liability for elements of the Prize being amended by Montblanc.
- c. Montblanc reserves the right to cancel, withdraw or modify the Contest at any time and for any reason without liability. No indemnity will be paid or due by Montblanc to Participants which are disqualified for any reason from the Contest.

#### **7. Data Protection and Publicity**

- a. By entering the Contest, Participants understand that Montblanc will use Participants' personal data to administer the Contest, to send Participants marketing communications and/or to disclose the name of the Participants to members of the public or regulators where required to do so by applicable law and regulations, and that their personal data will be processed in accordance with the Montblanc Privacy Policy available at <https://www.montblanc.com/terms-and-legal/privacy-policy>.
- b. If Participants request access to, correction of, deletion of their personal data, or that Montblanc stops using their personal data, or they exercise any of their other rights, Montblanc will deal with such requests in accordance with applicable laws and regulations. A request for the deletion of personal data or for Montblanc to stop using it may result in the cancellation of the relevant Participant's enrolment in the Contest. Participants can ask Montblanc to stop sending them marketing communications at any time, although please note that Montblanc may continue to send service-related (i.e. non-marketing) communications (for example, relating to the administration of the Contest). Participants can contact Montblanc at the following address for any questions concerning personal data, or to exercise any of their rights:

Data Protection  
Hellgrundweg 100,  
D-22525 Hamburg  
Germany  
service@montblanc.com  
+ 49 40 8400 11110

**8. Applicable law**

- a. The Rules shall be governed and construed in accordance with German law. 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. To the extent permitted by law, the rights to litigate, to seek injunctive relief, or to any other recourse to judicial or any other procedure in case of such a dispute or claims resulting from or in connection with the Contest are hereby excluded, and the Participants expressly waive any and all such rights. In the event such waiver is in contravention of applicable law, then to the extent permitted by applicable law, each Participant agrees that (a) any and all disputes, claims and causes of action arising out of or connected with the Contest, Prizes, or these Rules shall be resolved individually, without resort to any form of class action, and exclusively by the Courts in Hamburg, Germany (b) 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 attorneys' fees, and (c) under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.
- b. By participating in the Contest, each Participant agrees with the applicable law and jurisdiction mentioned above.

**9. Miscellaneous**

- a. Any provisions herein found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions. The invalid or unenforceable provision shall be replaced by the parties by such valid and enforceable provision that corresponds as closely as possible to the original intent of the invalid or unenforceable provision.

**Let's Write Contest Form - Montblanc**

First Name: \_\_\_\_\_ Surname: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

*By entering your personal information above, you agree to receive marketing information from Montblanc about its products or services. Montblanc may send you this information using e-mail, text, telephone or post. Montblanc may also use your information to deliver personalised messages or advertising on social media or other digital platforms.*

*For more details on how Montblanc will use your personal information, please read the Privacy Policy at <https://www.montblanc.com/terms-and-legal/privacy-policy>.*

Please tick the credit that may be used by Montblanc if Montblanc decides to publish your Letter in a book that will be available in the participating boutiques:

- First name and Surname  
 First name only  
 Anonymous

**By signing this Form, I confirm that I have read, understood, and fully agree to the Participation Rules of the "Let's Write" contest organised by Montblanc.**

Date and Signature : \_\_\_\_\_