

TERMS AND CONDITIONS

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.

1. These terms and conditions (“**the Rules**”) govern the „Flik Flak Instagram International Contest” (the “**Contest**”) administered by Flik Flak, a Division of Swatch Ltd., domiciled at Nicolas G. Hayek Strasse 1, 2500 Biel/Bienne, Switzerland („**Flik Flak**“, “**us**”, “**our**”, “**we**”). By participating in this Contest you agree to these Rules and to abide by it. You confirm to have read and understood our Privacy Notice. Our Privacy Notice is available under the following link: <https://www.swatch.com/flikflak/en-en/flikflak-footer-navigation-links/flikflak-legal-privacy-policy.html>
2. The Contest is in no way sponsored, endorsed, or administered by Instagram nor by other platforms owned by Meta. All information disclosed is provided to and administered by Flik Flak only for the purpose of the Contest. You hereby release Instagram, to the greatest extent legally permissible, from any liability in connection with the Contest.
3. Entry is open to anyone of age (according to your local law) at the start of the Contest, with the exception of our employees (and their families), of agents and of anyone else involved in the Contest.
4. Each participant may participate only once. Automated or repetitive entries are not allowed.
5. To participate:
 - 5.1. Follow @flikflak on Instagram (<https://www.instagram.com/flikflak/>);
 - 5.2. Produce a feed post with image(s) or video(s) with captions of your child or children showing or explaining his/her favourite moment of the day (for example, “bedtime when my mom reads me a story” or “when I come back from school and watch my favourite show on the TV”);
 - 5.3. Post it on your Instagram feed. You may post as many creations as you wish;
 - 5.4. Tag @flikflak as well as use the contest hashtag #ourFavouriteTime.
6. Participants must be the holders of parental authority over the children appearing in the creations or obtain the parental authority’s written approval for the creations and the participation in the contest.
7. The post must not be defamatory, illicit or otherwise inappropriate. By participating to the Contest you warrant that you are allowed to post the creation and that it does not infringe any copyrights, trademark rights, or other rights or laws.
8. Even if you follow these rules and instructions correctly, the possibility of events or conditions beyond our control means that we cannot guarantee your successful participation.
9. The provision of any invalid, incorrect, or misleading personal information may, in our sole discretion, lead to disqualification from the Contest.
10. Incomplete, late, or otherwise faulty entries will not be accepted.
11. The Contest runs from 02.03.2022 17:00 CEST through to 31.03.2022 17:00 CEST.
12. The winner will be selected considering the creativity and originality of the creation.
13. The winner receive the following price:

- 13.1. A Flik Flak watch for each child of the winner's family aged from 3 to 10, of his/her/their choice from the current collection (www.flikflak.com), if in stock and if available in the winner's country, excluding any special or limited editions, worth between CHF 40.- and CHF 55.- per watch.
- 13.2. A family trip to a waterpark or any similar theme park selected by Flik Flak in the winner's country, worth between CHF 1'500 and CHF 2'000.-, including entry fees, accommodation and travel expenses.
14. The winner acknowledges and agrees that his/her post may be reposted by us in connection with the promotion of the Contest.
15. The winner will be notified via private message on Instagram within five (5) days after the selection.
16. If a winner cannot be reached or does not reply within one (1) week of the prize notification, the prize will be assumed to have been forfeited and will be awarded to another contestant.
17. We reserve the right to select an alternative winner if we reasonably believe that a winner has breached the Rules.
18. To claim your prize, you may be required to provide your personal details (first and last name, home address, etc.) and to prove your identity by submitting relevant documents (e.g. ID, driving license). In the event of a dispute as to a person's identity, the entry will be deemed to have been made by the holder of the email address associated with it.
19. The right to claim the prize may not be transferred to anyone else. No cash alternatives or alternative prizes are available. We reserve the right, in our sole discretion, to substitute the prize with an item of equal value.
20. Any taxes that may be levied on the winner shall be exclusively borne by the winner.
21. Any decisions by us regarding the Contest are final and no correspondence will be entered into.
22. We and our affiliates disclaim all liability, to the greatest extent legally permissible, for any damage suffered by anyone as a result of or in connection with the Contest.
23. We reserve the right to amend the Rules and to modify, suspend, or terminate the Contest in case it becomes affected by a computer virus or is otherwise technically impaired.
24. The Contest is void where legally not permitted.
25. We reserve the right to cancel or delay the contest as well as the prize award due to Force majeure, following which we are hold safe from all and any liability for nonperformance. Force majeure is any radical, external event that goes beyond the will and control of either parties and without any fault of either party, by way of example but in no way exhaustive: natural disasters, outbreaks of war, riots, revolts, insurrections, strikes as well epidemics and pandemics (such as but not limited to Covid-19 and governmental restrictions related thereto).
26. The Rules are governed by and will be construed in accordance with the laws of Switzerland, without regard to any conflict-of-law rules. In the event of any disputes, you submit to the exclusive jurisdiction of the courts of Biel/Bienne, Switzerland.
27. If you have any questions about the Contest or if you object to having your personal data used as specified in the Rules, please contact us via flikflak@swatch.com.