

## Salomon Gift with Purchase

### Terms and Conditions

#### ARTICLE 1 - PARTICIPANTS

- 1.1. This promotion is only open to Participants. A Participant (“**Participant**”) is a person or a legal entity (company) who is resident in Australia. Employees of Amer Sports Australia Pty Ltd, its subsidiary companies, their families, agents and other parties directly involved with this promotion are not eligible to enter. The promotion is only open to Participants purchasing for their own use i.e. end users. Amer Sports Australia Pty Ltd (“**Amer**”) reserves the right to verify the eligibility of Participants and/or to exclude Participants at its sole discretion at any time for any reason.

#### ARTICLE 2 - HOW TO PARTICIPATE

- 2.1. To be eligible for a gift with purchase comprising a *14 x Stick Packs (54grams each)* of Tailwind *nutrition* pack (or equivalent value Tailwind product), the Participant must purchase eligible Salomon footwear and eligible Salomon gear in Australia from one of the participating resellers or retailers. Eligible Salomon footwear and Salomon gear is listed in Article 3.1.
- 2.2. Purchases must be made between 21 April 2017 and 30 June 2017. The gift with purchase claim can only be made by completing the official claim form online at [www.amersports.com.au](http://www.amersports.com.au) (click on the Salomon claim form).
- 2.3. Only one gift with purchase claim can be made per receipt.
- 2.4. A fully completed and correct online claim form, together with a copy of the receipt(s) for eligible products, must be uploaded no later than 5.00pm on the day being twenty eight (28) days from the date of purchase using the official claim form available at [www.amersports.com.au](http://www.amersports.com.au). Amer accepts no responsibility for claims not received within this time and does not warrant that access to its website will be available, uninterrupted, timely or error free.
- 2.5. Each gift with purchase claim is limited to a single use and cannot be used in conjunction with any other promotional voucher or gift with purchase offer.
- 2.6. The seller’s receipt must clearly show the eligible Salomon products purchased, the purchase prices and the date of purchase. Amer will not retain online claim forms or accompanying documents.
- 2.7. Amer will send the gift with purchase via registered mail to the address in Australia provided on the online claim form within twenty eight (28) days of validation of your claim.
- 2.8. Amer will only post the gift with purchase to an Australian address. Amer has no responsibility if you provide an incorrect address or do not collect the gift from Australia Post.

### ARTICLE 3 - ELIGIBLE PRODUCTS

3.1. The gift with purchase offer is only available when a Participant purchases both an item of Salomon Footwear and an item of Salomon Gear from the list below:

SALOMON ELIGIBLE FOOTWEAR LIST		SALOMON ELIGIBLE GEAR LIST	
WOMAN	MALE	WOMAN	MALE
WINGS PRO 2 W	WINGS PRO 2	ADV SKIN 12 SET	ADV SKIN 12 SET
SPEEDCROSS 4 CS W	SPEEDCROSS 4 CS	ADV SKIN 5 SET	ADV SKIN 5 SET
SPEEDCROSS 4 W	SPEEDCROSS 4	SKIN PRO 15 SET	SKIN PRO 15 SET
SENSE PRO MAX W	SENSE PRO MAX	SKIN PRO 10 SET	SKIN PRO 10 SET
SENSE PRO 2 W	SENSE PRO 2	AGILE 12 SET	AGILE 12 SET
SENSE MARIN W	SENSE MARIN	TRAIL 20	TRAIL 20
S-LAB SENSE 6	S-LAB SENSE 6	S-LAB SENSE ULTRA 8 SET	S-LAB SENSE ULTRA 8 SET
S-LAB SENSE 6 SG	S-LAB SENSE 6 SG	S-LAB SENSE ULTRA 5 SET	S-LAB SENSE ULTRA 5 SET
S-LAB SENSE ULTRA	S-LAB SENSE ULTRA	S-LAB SENSE 2 SET	S-LAB SENSE 2 SET
S-LAB SPEED	S-LAB SPEED		
S-LAB WINGS 8	S-LAB WINGS 8		
S-LAB WINGS 8 SG	S-LAB WINGS 8 SG		
S-LAB SPEEDCROSS	S-LAB SPEEDCROSS		

This offer does not extend to the purchase of sample products or ex-demonstration products.

- 3.2. A gift with purchase cannot be exchanged for another product or for cash.
- 3.3. Where the gift with purchase constitutes a taxable benefit, the tax liability lies with the recipient.
- 3.4. The Participant will not be entitled to claim a gift with purchase and will have to return any gift received or provide equivalent value if the Participant returns either or both eligible products to the re-seller or retailer. For the avoidance of doubt this clause does not prohibit in any way the Participant's right to exercise any applicable statutory or warranty rights.

### ARTICLE 4 - THE PROMOTER

4.1. The promoter is: Amer Sports Australia Pty Ltd, 18-20 Lakewood Blvd, Braeside VIC 3195

### ARTICLE 5 - DATA

- 5.1. Personal data provided by the Participant to redeem this offer may be processed by Amer within Australia for the sole purpose of processing and performing this offer, for (direct) marketing and quality control analysis, for conducting market research and improving Amer's products and/or services. By accepting these terms and conditions the Participant consents to the processing of personal data in this way. Amer and its agents are responsible for storing, processing and transferring the participant's personal data and for registering the participant's consent to this.
- 5.2. Participants have the right to obtain information about their data and – if necessary – request rectification or removal of their data held by Amer. Such requests should be made to Amer at the following address: Attn: Salomon Gift with purchase Promotion, Amer Sports Australia Pty Ltd, 18-20 Lakewood Blvd, Braeside VIC 3195

## **ARTICLE 6 - DISCLAIMER**

- 6.1. No responsibility will be accepted for claims lost, delayed or for those claims not received by the closing date.
- 6.2. Claims will be disqualified if incomplete. It is the Participant's responsibility to ensure that all required details are provided for claims to be processed.
- 6.3. Amer is not liable for any costs incurred by a Participant in relation to a claim.
- 6.4. To the extent permitted by law, Amer shall not be liable for any breach of these terms and conditions including any loss arising from any delay in providing the gift with purchase.
- 6.5. Amer shall not be liable for any failure to fulfil this offer where such failure is caused by any supervening circumstances amounting to force majeure (meaning: beyond Amer's reasonable control) and/or events which, without the fault of either party, render performance impossible or incapable of satisfactory execution.
- 6.6. Amer reserves the right to withdraw this promotion at any time without incurring any liability.
- 6.7. Amer does not warrant that its website is free from viruses or bugs and is not responsible for any loss of content or material uploaded or transmitted through its website.

## **ARTICLE 7 - JURISDICTION**

- 7.1. These terms and conditions are governed by the laws of Victoria and come under the exclusive jurisdiction of the competent courts of that jurisdiction.