

## TERMS AND CONDITIONS OF UPM'S RAFFLE FOR FRANKFURT BOOK FAIR 2018

### 1 PROMOTER

The raffle for Frankfurt Book Fair ("Frankfurter Buchmesse") 2018 (hereinafter also "**Raffle**") is organized and administered by UPM Communication Papers Oy, having its registered address at Alvar Aallon katu 1, 00100 Helsinki, Finland with Business ID 2760641-6 (hereinafter also "**UPM**").

### 2 ELIGIBILITY

2.1 Anyone who has received the respective LinkedIn InMail message or e-mail by UPM is allowed to participate once in the Raffle by clicking the respective link contained in this message and following further instructions on UPM's landing website. All participants must be at least 18 years old.

2.2 The following persons are not entitled to participate in the Raffle:

2.2.1 employees of UPM and their family members, UPM affiliates, as well as representatives or agents of UPM;

2.2.2 anyone else professionally engaged in the Raffle.

### 3 ENTRY

3.1 Eligible participants may enter this Raffle by filling out the respective form with the required contact details and clicking on the respective box on <https://www.upmpaper.com/campaign/ecolite/buchmesse>.

3.2 It is mandatory for valid entries that all personal data provided by the participant is true and correct.

3.3 UPM reserves the right to exclude any participant from the Raffle who manipulates, or tries to manipulate, the entry process or the draw, or violates these Terms and Conditions or applicable law, or otherwise tries to influence the draw in any unfair or dishonest manner.

### 4 DURATION OF THE RAFFLE

The Raffle entry period is as of 20 September 2018 to 26 September 2018 midnight.

### 5 PRIZES AND DRAW

5.1 Prize of the Raffle are 10x1 one-day trade visitor tickets to Frankfurt Book Fair 2018. Each winner will receive a code via e-mail that can be used on the Frankfurt Book Fair 2018 website to download the ticket.

5.2 The winners will be chosen by UPM at random from all entries which fulfil the entry requirements. UPM reserves the right to verify whether the respective participants have fulfilled the entry requirements.

- 5.3 The winners will be notified in person by e-mail on 27 September 2018. There is no cash alternative to the prize. The prizes are not exchangeable or transferable.
- 5.4 All applicable taxes must be paid and taken care of by the respective winners. UPM does not handle any taxes or other fees that may be applicable to the winner as a result of winning the prize, and paying said fees is solely the winner's responsibility.

## **6 LIABILITY**

- 6.1 UPM shall only be liable for damages caused by wilful misconduct or gross negligence. The aforementioned provision shall not apply to death, personal injury or damage to health caused by wilful misconduct or negligence of UPM, or to damages from the violation of any primary obligation by UPM. UPM's liability for a negligent violation of any primary obligation shall be limited to foreseeable damages. Primary obligations are such basic duties which form the essence of these Terms and Conditions, which were decisive for the participation in the Raffle and on the performance of which the participant may rely.
- 6.2 UPM and any concerned UPM affiliate, do not bear any liability whatsoever for late, lost, or misdirected submissions, or for any other electronic and/or other technical problems, and/or errors in connection with the entries or the Raffle or for other causes that are beyond the reasonable control of UPM and any concerned UPM affiliate.

## **7 PRIVACY**

- 7.1 UPM shall only, in compliance with the applicable data protection laws, collect and process personal data which is submitted by the respective participant within the entry, store this personal data on UPM's database, and use this personal data for the administration of its ongoing relationship with participants and in connection with the purpose of the Raffle. For the purpose of these Terms and Conditions, personal data include the following personal data that participant provides in connection with the Raffle: first name and last name, e-mail address, company, industry, country and phone, as well as data which is created in connection with participant's entry, such as status as an participant or winner if applicable. Any other processing of participants' personal data is dependent on participants' consent, which can be withdrawn at any time with effect for the future, and without accruing any costs for participant.
- 7.2 For further information about privacy, including rights of data subjects as access rights, and contact details for privacy issues please visit UPM's Privacy Statement, <https://privacy.upm.com>, which is also applicable to this Raffle.

## **8 GOVERNING LAW AND MISCELLANEOUS**

- 8.1 These Terms and Conditions are governed by Finnish law without giving effect to its conflict of law principles. The United Nations' Convention on Contracts for International Sale of Goods (CISG) shall not be applied.
- 8.2 Any recourse to the courts of law and legal remedies are excluded.
- 8.3 UPM reserves the right, if deemed necessary, to amend and/or add provisions and/or delete provisions in connection with these Terms and Conditions. UPM reserves the right

to amend and/or cancel the Raffle at any stage, if deemed necessary, or if circumstances arise outside of its control.

- 8.4 In case one or more provisions of these Terms and Conditions are rendered invalid under the provisions of any applicable law, the validity of the remaining provisions of these Terms and Conditions shall not be affected thereby and the invalid clause shall be construed and interpreted as an expression of the parties' intent and shall be amended to reflect such intent insofar as applicable laws permit.