# TERMS AND CONDITIONS – SIDE TABLE 606, ANNIVERSARY EDITION, MINT GIVEAWAY

## 1 GENERAL

Franckly by Finnish Design Shop Oy is organizing a Side Table 606, anniversary edition, mint giveaway between 23.11.–06.12.2023.

The Campaign is organized by Franckly by Finnish Design Shop Oy (company ID: 1907012-1, address: Aviatie 2, 20360 Turku, Finland).

By participating in the Campaign, participants agree to be bound by these Terms and Conditions.

#### 2 WHO CAN PARTICIPATE IN THE CAMPAIGN?

To qualify as a participant in the Campaign:

- (i) you must be at least 16 years old
- (ii) you must be a resident in one of the delivery countries of Franckly listed in https://www.franckly.com/en/info/need-help/shipping
- (iii) you have a valid Instagram (that you use for participating in the Campaign)

Employees of Franckly by Finnish Design Shop or any Franckly by Finnish Design Shop group company and/or family members and/or those living in the same household with employees of Franckly by Finnish Design Shop or a Franckly by Finnish Design Shop group company and/or persons participating in organizing the Campaign are not eligible to participate in the Campaign.

Franckly by Finnish Design Shop reserves the right to verify the eligibility of the participants.

### 3 CAMPAIGN PERIOD

The Campaign period is from November 23 2023 at 15:00 pm December 06 2023 23:59 pm] EET.

# **PARTICIPATION**

The participants can participate in the Campaign by

- Following Franckly's profile on Instagram (@franckly\_com)
- commenting on the post where would the participant place the Side Table 606, anniversary edition, mint in their home.

Participation is possible with the participants own Instagram account and only during the Campaign Period and by December 06 2023. All steps must be completed in order to participate in the Campaign.

#### 4 SELECTION OF WINNER

Franckly by Finnish Design Shop will draw the winner of the Campaign among those participants who have duly participated in the Campaign during the Campaign Period.

The winner of the Campaign will be selected within three (3) days from the end of the Campaign Period.

The winner will be contacted personally on Instagram via a direct message to the Instagram account used by the participant for participating in the Campaign. If the winner does not reply to the message (or provide Franckly by Finnish Design Shop with the requested delivery address) within fourteen (14) days, Franckly by Finnish Design Shop reserves the right to select another winner.

## 5 PRIZE

The participant that wins the Campaign will receive a **Side Table 606**, **anniversary edition**, **mint** (total value EUR 395,00 €, VAT included).

Note that as a marketplace for second-hand and vintage design objects, Franckly's giveaway prizes are also second-hand or vintage, i.e., small traces of wear and handling might be visible and/or they might not be delivered in the brand's original packaging.

The Prize will be delivered to the selected winner following the selection of the winner by mail to the address provided by the winner to Franckly by Finnish Design Shop. The delivery address must be within one of the delivery countries referred in section 1(ii) above.

## 6 MISCELLANEOUS

By participating in the Campaign, the participant specifically agrees that the participant's name together with the participant's Instagram nickname can be posted on Franckly by Finnish Design Shop's Facebook and Instagram accounts for the purposes of announcing the winner.

Franckly by Finnish Design Shop reserves the right, at any time, to disqualify any participant not qualified to participate in the Campaign under these Terms and Conditions as well as to disqualify and delete from Franckly by Finnish Design Shop's Instagram pages any comments that are inappropriate, offensive, sexual, or discriminatory (as determined by Franckly by Finnish Design Shop).

Franckly by Finnish Design Shop shall be responsible for all taxes related to the Campaign. However, note that the winner of the Campaign may be liable to pay income or other taxes for receiving the Prize. All taxes applicable on receiving the Prize are the sole responsibility

of the winner, who shall be responsible for submitting any applicable tax reports or other forms required by any tax authority.

Failure by Franckly by Finnish Design Shop to enforce any of its rights at any stage does not constitute a waiver of those rights.

The Prize cannot be exchanged to cash or exchanged to other products.

Franckly by Finnish Design Shop reserves the right to amend these Terms and Conditions or without notice to cancel or amend the Campaign, the Prize, timing of the Campaign or any other matter affecting the Campaign. Franckly by Finnish Design Shop is not liable for any damages or costs incurred by the participant in relation to participating in the Campaign.

Subject to applicable mandatory laws, the Campaign and these Terms and Conditions are governed by the laws of Finland and the courts of Finland shall have exclusive jurisdiction in relation to any disputes arising out of or in connection with the Campaign. You may refer a dispute to the Finnish Consumer Disputes Board (please see kuluttajariita.fi and kuluttajaneuvonta.fi for instructions) or utilize online dispute resolution provided by the European Commission (ec.europa.eu/odr).

Franckly by Finnish Design Shop's privacy policy applies to the use of any personal data of any Participants of the Campaign. The privacy policy can be accessed at https://www.franckly.com/en/info/about-us/privacy

The Campaign is in no way sponsored, endorsed, administered by, or associated with Instagram. By participating in the Campaign, the participant agrees to release and hold Instagram harmless from any direct or indirect liability, claim or damage arising from the Campaign.

Should you have any questions regarding the Campaign, please contact Franckly by Finnish Design Shop by email to **info@franckly.com**.