

## **Terms and conditions “Upgreat Hospitality - Giveaway”**

### **A. Organising Company - The Promoter**

For the purposes of these Terms and Conditions, “The Promoter” refers to Upgreat Hospitality whose Instagram handle is @upgreathospitality, with headquarters on 2-4 Mesogeion Avenue, Ampelokipoi, Athens. “The Promoter” is going to run a promotion through Instagram, henceforth mentioned as “Giveaway” with the following terms and conditions henceforth “Terms”, which will be available on Upgreat Hospitality’s website <https://upgreat.gr> henceforth “Website”.

The goal of these “Terms” is to define the conditions of the eligibility of one to participate in the “Giveaway”.

### **B. Giveaway Duration**

The duration of the Giveaway is set as of 23-12-2021, at 15:00p.m. up until 13-01-2022, at 15:00p.m. After the passing of the aforementioned date and time, or the newly appointed date and time which can be altered at any time by “The Promoter”, no entries will be valid and in no way bind Upgreat Hospitality. In such case, the Giveaway participants accept the fact that they have no rights or claims against Upgreat Hospitality, nor have any legal right to request the continuum of the Giveaway, the delivery of non - delivered gifts or any other compensation.

### **C. The right and way of participation**

This Giveaway is only open to entrants aged 18 or over at the time of entry. Employees of the Promoter and their families are excluded from entering the Giveaway. For those who have not yet completed their 18th year of age, the ability to enter exists only with parental agreement. No purchase is necessary. Winners will not be required to pay to enter the competition.

Throughout the duration of the Giveaway, interested parties can enter the Giveaway by:

1. Following Upgreat on Instagram
2. Liking the Giveaway photo
3. Tag a friend in the comments
4. One (1) comment equals one (1) participation

The Promoter reserves the right to cancel a participant at will, at any time, if the former considers that the latter tempered with the results or does not adhere to the Giveaway Terms.

#### **D. Prize**

The "Prize" refers to a two (2) nights stay for two in Boutique Hotel Kamares Villas, Gytheion, Mani Peninsula; can be redeemed from April to June (depending on the availability of the Hotel) solely for the 1 - Bedroom Deluxe Apartment. By entering the competition you agree to be bound by its terms and conditions. All entries must be received by 15:00 on 13-01-2022.

One (1) winner will be selected at random by The Promoter on 14-01-2022 and the winner will be notified four (4) days after this date, excluding National and Bank holidays.

The Giveaway gift value is 150euros and can not be redeemed by another person or exchanged for money - partially or wholly.

#### **E. Winners: Designation, Announcement, Gift Redemption**

The Giveaway winners' designation will occur after an online ballot, according to this article. The ballot will take place on Friday, 14th of January 2022 at 12:00p.m. at The Promoter's headquarters, using the WebApp <https://commentpicker.com/business-instagram.php>. One (1) winner and two (2) substitutes will occur by the ballot.

#### **F. Prize and Terms alteration**

Upgreat Hospitality reserves the right to alter the Terms and the Prize at any time, as well as to cancel or uphold the Giveaway and the Ballot for a reasonable cause, without notice. In such case, The Promoter will have no further liability towards the participants or winners of this Giveaway.

#### **G. Winner's Notice**

The Promoter will reach out to the winner through an Instagram Story on the 17th of January 2022. If the winner does not respond in the following four (4) days, 21-01-2022 at 17:00p.m., Upgreat Hospitality will contact the first substitute. If the latter does not respond until the 25th of January 2022, at 17:00p.m., Upgreat Hospitality will contact the second substitute. If not one of the designated persons comes forward, the Giveaway gift will be CANCELED.

During the electronic communication, the winner will be asked for his full details (name, mobile phone number and e - mail) in order to verify their identity during the delivery of the Prize. The winner, at any stage, even that of delivery and receipt may be excluded for the following reasons: (a) if, for any reason, they do not fully accept these terms in their entirety, which are all considered essential (b) if their participation the terms hereof (c) in the event that any of the information provided is false; fraud or improper interference of the participant or a third party (e) in case, for any reason, he does not sign the relevant declaration of receipt and acceptance of a gift. Upon receipt of the prize, each winner must present a police ID in order to verify their identity as well as their adult age. In case the winner has not reached the age of 18, the gift can be received only in the presence of the person exercising parental responsibility for the consent. The winner assumes sole responsibility and timely planning for the arrangement of the above withdrawal details of his prize.

Upgreat Hospitality is released from the obligation to deliver a gift in cases where in any way the terms of participation in the Competition have not been complied with.

Upgreat Hospitality, in the context of this Contest, reserves the right to announce the names and publish photos, audio performances and recordings of the winners on its Websites, in any of its publications, as well as to advertise any relevant event, such as utilization of the Gift, etc.

The winner, by participating in the Competition, unconditionally agrees to the above without payment of any fee or compensation. Subject to the above, the refusal of the winner to participate in a relevant advertising program or other announcement or refusal to include his name in listings, if called for this, legitimizes Upgreat Hospitality to refuse the relevant Prize, or to withdraw it. Participation in the competition implies an explicit and unconditional consent of the participant for the registration of personal data concerning him in a file to be kept by the company Upgreat Hospitality, in accordance with the provisions of Law 2472/1997 for the purpose and in the context of the Competition.

#### **H. Limitation of liability of Upgreat Hospitality**

Upgreat Hospitality and any affiliated companies, employees and their executives shall not be held liable in any way for any criminal, civil, or third party liability, to the extent permitted by law, for any direct, indirect, moral, positive or other damage comes from or is related to the realization of the specific Competition.

Upgreat Hospitality is not responsible in any case for any direct or indirect damages, costs and expenses that may arise from any interruption, malfunction or delay, performance and generally the actual and legal status of the Competition gift.

Also, Upgreat Hospitality is not legally liable, to any winner or third party, for any accident that occurred and / or damage and / or physical or material damage to them, during the use of the gift, or for any other cause. The organizer will be solely responsible for the availability of the specific number of prizes of this competition. It bears no responsibility for the accessibility of the page above as their operation is beyond its influence.

#### **I. Giveaway Termination**

After the end of the Competition as well as the end of the Gift distribution process as mentioned above, any obligation of Upgreat Hospitality ceases to exist. Upgreat Hospitality will not be liable for any other liabilities to the participants.

The Terms and Condition of Participation to the Competition have been registered on the Website of Upgreat Hospitality [www.upgreat.gr/en](http://www.upgreat.gr/en)

## **J. Privacy**

By participating in the Competition, the participant provides Upgreat Hospitality with the unconditional permission and consent for the use and processing of personal data, which concern him for the service of the purposes of the Competition.

Participation in the Competition implies an explicit and unconditional consent of the participant both for the registration of personal data, which concern him in a file to be kept by the Organizing Company and the processing of this data, in accordance with the provisions of Law 2472/1997., in the context of conducting and achieving the purpose of the Competition.

Regarding the winners of the Competition and any runners-up, Upgreat Hospitality informs that it will process their personal data, which it will collect from them, in order to inform them and publish the results of the Competition, in accordance with more specifically defined in these Terms, as well as the realization of all the necessary actions for the delivery of the Gift.

After the delivery of the Prize and the end of the Competition, any data, personal or not of the participants, the winner and any runners-up of the Competition, received under this Competition, will be stored.

For any exercise by the winners of the Competition and / or any runners-up of their rights deriving mainly from articles 12 and 13 of Law 2472/1997 (access and objection rights for the processing of personal data respectively), the latter can contact a representative of Upgreat Hospitality.

## **K. Acceptance of terms - jurisdiction - applicable law**

Participation in the Competition implies the unconditional acceptance of all these terms. The winner, at any stage can be canceled for the following reasons: a. in case, for any reason he does not receive / accept the gift, b. in the event that, for any reason, it does not fully accept these terms in their entirety, which are all considered essential.

Any dispute arising in connection with the Competition and the application of these Terms will be settled amicably by a committee selected by Upgreat Hospitality. Furthermore, for any dispute that can not be resolved as defined above in relation to the above Competition, the Courts of Katerini are exclusively competent and the applicable law is Greek.

For information about the competition, the interested party can contact the customer service call center, at 2114020557.

