

## **Terms and Conditions – Co-creation Competition Monday, September 17 to Thursday, September 27, 2018**

### **General**

1. These terms and conditions together with any specific instructions on Monki's Competition website [www.monki.com/loves](http://www.monki.com/loves) ("Competition website"), Instagram are the Competition rules ("Rules") and apply to the Co-creation Competition ("Competition") by H & M Hennes & Mauritz GBC AB, 556070-1715, SE-106 38 Stockholm, Sweden ("H&M"). By sending your design via Direct Message in Instagram ("Entry"), each entrant ("you") enter the Competition and agree to be bound by these Rules and H&M's Privacy Policy. The Competition commences 08:00am CET on 2018/09/17 and closes at 12.00pm CET on 2018/09/27. The winners will be announced on Monki's Instagram no later than 2018/10/05.
2. Monki may, acting reasonably and at its sole discretion, apply, interpret, terminate, alter, limit, suspend or modify the Rules at any time, without notice. Any changes will be posted either within these terms and conditions or on our Competition website. The most recent terms and conditions will always be posted on our Competition website.
3. In the event of any dispute regarding the Rules or the results and all other matters relating to the Competition, the decisions are final and no correspondence will be entered into.
4. The Competition is in no way sponsored, endorsed or administrated by, or associated with, Instagram and you agree to a complete release of Instagram from any and all liability in connection with this Competition.

### **Qualifying Entrants**

5. Employees, officers, directors, agents and representatives of Monki, or any of its affiliated companies within the H&M Group, are not eligible to enter the Competition. Monki reserves the right not to award a prize (and to select an alternative winner) if Monki is aware or has reasonable grounds to believe that a winner is not eligible.
6. The Competition is open to persons 16 years or older when entering the Competition, who are not under guardianship,. If you are aged under 18 years, Monki assumes (and you warrant) that your parents have given their consent to you entering the Competition and accepting these Rules.
7. You are not entitled to enter the Competition if you are resident in a country or jurisdiction where the Competition may breach any law or regulation. Where this applies, Monki's invitation to enter the Competition in such country and/or jurisdiction is withdrawn.
8. Monki reserves the right to verify the eligibility of all entrants. Monki also reserves the right to disqualify and remove any entries based on suspicion of infringement of any third-party rights or if Monki has reasonable grounds to believe the entrant has breached any of the Rules.

### **Competition Entries**

9. By sending their design to the Monki Instagram account using Direct Message, participants enter our Competition. Alternatively, if Instagram is not available in the Entrant's region, participants can submit their design to the following email address: [socialmedia.asia@monki.com](mailto:socialmedia.asia@monki.com) or by posting their design on WeChat and using the #monkistyle hashtag.
10. Only Entries submitted via Instagram or via WeChat using #monkistyle hashtag or via [socialmedia.asia@monki.com](mailto:socialmedia.asia@monki.com) and submitted by the Competition's closing date and time, are accepted. Proof of posting cannot be accepted as proof of delivery, and Monki shall not be responsible for Entries not received for whatever reason.

11. By entering the Competition, you hereby warrant that all information submitted by you is true, current and complete. You also warrant that you own all rights in and to your Entry and that you have permission from any person/s appearing in your Entry.
12. There is no purchase requirement to enter the Competition and there is no charge to register for use of Instagram.
13. Multiple Entries are accepted.
14. H&M has the right to, at its sole discretion, immediately remove any material deemed offensive.

### **Judging**

15. Entries will be judged by internal Monki staff (“Judges”). Entries will be judged on the relevancy and quality of the designs. The Competition is a game of skills and chance plays no part in the selection of the winner.
16. 3 winners will be chosen by the Judges (the “Winners”).

### **Prizes**

17. Winners each win a gift card with a value of 500EUR or 4000RMB (the “Prizes”), available for use at Monki physical stores.
18. Each winning design will be printed on 350 pieces of garment, 200 of which to be sold on Monki’s online shop Monki.com, 150 on T-Mall online shop Tmall.com.
19. The Prizes are not transferable or exchangeable.
20. The Prizes are awarded at Monki’s discretion and no prize will be awarded as a result of improper actions by or on behalf of any entrant. Monki, acting reasonably, reserves the right not to select a winner.
21. The winners will be notified via the same channel where the Entry was uploaded, Instagram or email. The winner needs to claim the Prize and submit additional information (full name/address/phone number/etc.) within 36 hours of receiving the notification on Instagram, by WeChat direct message or via email. Return of any prize notification as undeliverable, failure to claim the Prize within this time or failure to submit additional information may result in disqualification and selection of an alternate winner.
22. Monki cannot be held responsible for any costs associated with winning the Prize, else than what is specified in the Rules. If costs such as taxes or loss of income would arise as a result of winning the Competition, they shall be covered by you.

### **Intellectual Property Rights & Use of Entries**

23. You specifically grant Monki a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to moderate and use your Entry on any of Monki’s marketing channels.
24. The Winner’s Entries and associated usernames will be public to all. By entering the Competition and accepting the Rules you agree your Entry can be broadcasted via digital feeds.
25. By entering the Competition and accepting the Rules, you agree that Monki may use your personal details for the purpose of conducting the Competition, including the use of your username.
26. By entering the Competition, you give Monki permission to contact you via Instagram, WeChat or email if you are a Winner and to use your username on Instagram to announce the Winners on Monki’s Instagram. H&M will not add the Winner or any entrants to our mailing list.

### **Limitation of Liability**

27. Monki will not be liable for any system failure or malfunction of Instagram or any consequences thereof.
28. Monki accepts no liability for any loss, damages or disappointment arising from entering the Competition or in any other way relating to the Competition, except for any liability which cannot be excluded by law.

**Jurisdiction**

29. The Competition and Rules will be governed by Swedish law and any disputes will be subject to the exclusive jurisdiction of the courts of Sweden. If you access the Competition outside of Sweden, you are responsible for compliance with all local laws.