

## Terms and Conditions

### The Promoter

These terms and conditions apply to the “TomTom Extra Care Summer” promotion offered by TomTom International B.V., De Ruyterkade 154 (1011 AC), Amsterdam, the Netherlands (“**TomTom**”).

### The Promotion

1. The “TomTom Extra Care Summer” promotion (the “**Promotion**”) is open to all participants aged eighteen years or over as of the date of purchase, and residing in Austria, Belgium, Germany, Ireland, Italy, Luxembourg, the Netherlands, Portugal, Spain, or France (the “**Participating Countries**”) who have purchased (i) a TomTom GO 520, (ii) a TomTom GO 620, (iii) a TomTom GO 5200 and/or (iv) a TomTom GO 6200 (the “**Promotional Product**”) from eligible retailers and online stores in the period between the 1<sup>st</sup> of July 2017 and midnight (CET) on the 31<sup>st</sup> day of August 2017 (the “**Purchase Period**”). Two years of TomTom Extra Care Plus coverage (the “**Premium**”) has an approximate value (“**ARV**”) of €6.99.

### How to participate

2. After purchase of a Promotional Product each participant (“**Participant**”) must register each qualifying Promotional Product either on the Promotional Product itself or at tomtom.com. **Registrations must be completed in full within fourteen calendar days of purchase of the Promotional Product** (from the date on the purchase receipt).
3. Whether submitted on the Promotional Product or at tomtom.com, upon submission of a registration, Participant will receive a welcome email which will include a link to a website where the Participant must claim their Premium.
4. To claim their Premium, the Participant must complete checkout at TomTom.com. The Participant’s cart will display the before and after price for the Premium, indicating zero cost. If Participant would like to purchase additional years of coverage under their TomTom Extra Care Plus policy, they have the option to do so during the checkout process.
5. After Participant completes the checkout process, a Participant will receive a confirmation email from TomTom.
6. By submitting a registration claim, Participant agrees to the terms and conditions contained in the TomTom Extra Care Plus Policy Document.
7. After Participant’s registration claims has been validated and within ten business days of receipt of the confirmation email, the Participant will receive an email from Castelan Limited (“**Castelan**”) containing all the terms and conditions governing the Participant’s TomTom Extra Care Plus coverage. Castelan is the policy administrator that arranges the insurance. TomTom serves as the claims administrator.
8. Only new and original Promotional Products qualify for participation in the Promotion. Second hand, refurbished or reconditioned products are excluded.

## General

9. The Promotion is open to Participants aged eighteen years of or older as of the date of purchase. Wholesalers and retailers selling any TomTom products, employees and contractors or their families of TomTom or its affiliated companies, TomTom's agents and anyone involved in the organization or administration of the Promotion are excluded from participation. The Promotion is valid only for a new Promotional Product in its original packaging purchased from a participating retailer, to be determined at TomTom's discretion.
10. All incomplete or invalid registrations will be rejected or cancelled. If incomplete, the registration must be completed and resubmitted by Participant within ten business days after notification in order to participate. A claim is considered incomplete or invalid if it matches one or more of the following criteria:
  - a. Non-Promotional Product purchased;
  - b. Promotional Product purchased outside of Purchase Period;
  - c. If the registration has been completed and submitted after fourteen days of purchase of the Promotional Product;
  - d. If the registration has been completed and submitted after 23:59 (CET) on the 14<sup>th</sup> of September 2017;
  - e. Any missing information requested on the registration form;
  - f. Invalid or already claimed proof of purchase provided;
  - g. Participant not aged eighteen years or over as of the date of purchase;
  - h. Participant does not reside within a Participating Country; and/or
  - i. Promotional Product purchased from a non-participating retailer.
11. Participant must abide to the process illustrated within these Terms and Conditions, including the all specified deadlines and requirements. The last date to register online is before 23:59 on the 14<sup>th</sup> of September 2017, fourteen calendar days after the final day of the Purchase Period ("**Completion Date**") and must be within fourteen calendar days of purchase of the Promotional Product.
12. Multiple claims are permitted per Participant, provided that each claim is made on the basis of a separate qualifying purchase of a Promotional Product during the Promotional Period.
13. TomTom withholds the right to investigate a case where fraud is suspected and in case of a fraud, to collect damages from the individuals concerned.
14. TomTom respects Participants' privacy and sees to it that all personal data will be processed in accordance with TomTom's privacy policy. Details can be found by visiting [www.tomtom.com/legal/privacy/](http://www.tomtom.com/legal/privacy/)
15. TomTom may hand the personal data to a professional third party appointed by TomTom if this is necessary for administration of the Promotion. TomTom and its agents are responsible for storing, processing and transferring the personal data and, if needed, for obtaining Participant's consent. TomTom adheres to European Union and other local privacy laws. Based on this, TomTom will only use your information for the purposes and duration for which it was obtained. TomTom will protect your information against misuse. If you think that your information is not being used for the purposes for which you have provided it to TomTom, contact us at <http://tomtom.com/support>

16. TomTom accepts no responsibility or liability for lost, late, damaged or misdirected registration claims. TomTom is not responsible for any late or misdirected delivery of the Premium.
17. TomTom reserves the right to unilaterally withdraw, amend, supplement, and/or change this Promotion and/or the Terms and Conditions at any time and without prior notice to Participant. The Premium is non-transferable and no other alternative is available. The Promotion cannot be combined with other promotions, discounts or offers.
18. If you desire more information about the Promotion, about TomTom products/services or to contact TomTom Customer Support, you can do so via our Support Page: [www.tomtom.com/support](http://www.tomtom.com/support)
19. If any provision, or part of a provision, of this Promotion or these Terms and Conditions, is found by any court or authority of a competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of this Promotion or these Terms and Conditions, and the legality, validity or enforceability of the remainder of the provisions of this Promotion or these Terms and Conditions shall not be affected, unless otherwise required by operation of applicable law.
20. TomTom excludes its liability to the extent permitted by law. However, nothing in this Promotion or these Terms and Conditions will operate so as to exclude or limit TomTom's liability for death or personal injury arising out of negligence, or for any other liability which cannot be excluded or limited by law.
21. The failure to exercise, or delay in exercising, a right, power or remedy provided by this Promotion or these Terms and Conditions or by law shall not constitute a waiver of that right, power or remedy. If TomTom waives a breach of any provision of these Terms and Conditions, this will not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.
22. TomTom may, without notice and without the consent of Participants, assign any of its rights relating to its operation of the Promotion or delegate any of its duties relating to its fulfillment of the Promotion under these Terms and Conditions, if such assignment or delegation is to (i) an affiliate of TomTom; (ii) a successor of TomTom, by consolidation, merger or operation of law; or (iii) a purchaser of all or substantially all of TomTom's assets.
23. The Promotion and these Terms and Conditions will be governed by and construed in accordance with local law of the country where the Participant is residing.

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