

TERMS AND CONDITIONS - PROMOTIONAL ACTIVITY  
"COLOMBIA MÍA"

**Definitions:**

**Participants:** Any natural persons, over 18 years of age, who purchase Participating Products at the BRITT stores located at El Dorado Airport in Bogota, who participate in this promotional activity, and who comply with the requirements set forth in these Terms and Conditions.

**Winner:** Participant who, once the Promoter conducts the drawing, is chosen as the prize winner.

**Promoter:** Britt Colombia, SAS, identified with NIT 900.495.930-3, based in Bogota, Calle 23 No 116-31 Bodega 2 Parque Industrial Puerto Central. Telephone: 3907337

**Participating Products** Any products that Participants purchase to participate in this promotion. There is no restriction on any items.

**Promotion:** Promotional activity called **Colombia Mía** and regulated by these Terms and Conditions.

**Regulations or Terms and Conditions:** Set of rules or guidelines that regulate the **Colombia Mía** promotion.

**General Considerations:** The Promoter is **BRITT COLOMBIA, SAS**, identified with NIT 900.495.930-3 (hereinafter "**BRITTSHOP**"), based in the city of Bogota, Colombia.

The promotion targets BRITTSHOP customers at El Dorado Airport in Bogota.

To that effect, it shall be understood that Participants know and voluntarily accept the Promotion's conditions, obligations, and responsibilities, as well as these Terms and Conditions, by participating in the prize draw in accordance with the procedure indicated below.

**Promoter:** Britt Colombia, SAS, NIT 900.495.930-3, is the sponsoring company. Any matters related to this Promotion will be dealt with at the following address: Calle 23 No 116-31 Bodega 2 Parque Industrial Puerto Central. Telephone: 3907337

**Deadlines for Participation:** The Promotion commences at 00:00 on August 28, 2018 and ends at 23:59 on October 28, 2018. The selection of the Winner will be through a drawing and from all Participants who filled out and placed their coupons in the boxes intended for that purpose, as set forth in these Terms and Conditions. During the draw, a relevant government authority representative will be present and will make an affidavit to record the identity of the Winner. Each potential winner will be subject to verification by the Promoter in accordance with the Promotion's Terms and Conditions and their personal data. No Participant shall be considered a winner until the Participant's eligibility, the veracity of the information provided and compliance with the other requirements set forth in these Terms and Conditions are verified. The draw will be conducted at El Dorado Airport in Bogota at 12:00 on October

30, 2018. The day of the draw, several alternate winners will be chosen in order to ensure that the prize is awarded in case the first potential Winner chosen cannot collect the prize for any reason.

**How to Participate:** The Promoter will consider as Participants any natural persons who purchase Participating Products for an amount equal to or greater than 50 USD or 150,000 COP at Britt Shop stores or 10 USD or 30,000 COP at Travel Market store located at El Dorado Airport in Bogota.

Participants will be entitled to the first coupon for the first 50 USD or 150,000 COP or 10 USD or 30,000 COP and will be entitled to another coupon for each additional 50 USD or 150,000 COP or 10 USD or 30,000 COP in the same purchase. It is not possible to accumulate purchases of amounts lower than those indicated above to participate in the Promotion.

The cashier will be responsible for handing out the corresponding coupons in accordance with the purchase amount. Consumers have to fill out the coupons with all the information required: name, email, country, and phone number. The coupons must be placed in the boxes intended for that purpose in our stores. Participants must fill out the coupons with their personal data and must be of legal age.

By filling out the coupon, Participants represent and warrant that they are lawfully eligible to participate in their personal capacity and to enjoy the prize. Any disputes between Participants and third parties in respect of the entitlement of the prize will be a matter outside the Promoter's scope, regardless of the reason for the purchase, or any other aspect related to that transaction or any other in which the Participant is involved.

**Territory:** The Promotion will be valid and will only take effect in Bogota and for purchases made at the stores located in the domestic and international boarding areas at El Dorado International Airport.

**Prize:** This Promotion will award one (1) single winner one (1) prize that consists of a trip to Colombia for two (2) people (5 days, 4 nights). The prize includes hotel accommodations, airline tickets, meals, and tours selected in advance by BrittShop. The Winner will be held financially responsible for any tours, meals, and transport not considered by BrittShop. The Winner and Travelling Companion must be of legal age to be able to make the trip to Colombia. The Winner and Travelling Companion will travel together, so, when applicable, the place of origin and destination will be the same for both.

BRITTSHOP will select the airline that will bring the Winner and Travelling Companion to Colombia in case they reside outside Colombia. BrittShop will be responsible for the international and local travel logistics by selecting the airline that will fly them to and from Colombia and the tour agency that will transport them in the country. The travel dates will be decided based on a mutual agreement between BrittShop and the Winner.

Accordingly, the prize includes only the following benefits outlined below.

After being welcomed and picked up from El Dorado International Airport, the Winner and Travelling Companion will enjoy:

1. Two (2) airline tickets in economy class to Bogota if the Winner and Travelling Companion do not reside in Bogota.
2. Day 1: Trip to Cerro de Monserrate, in the historic district of La Candelaria, Botero Museum, Museum of Gold and dinner in Bogota, accompanied by Agency tour guide.
3. One (1) overnight stay at Hotel Aloft. Breakfast included. \*\*
4. Days 2 and 3: Trip to Santa Marta, hotel accommodation and a one day tour to Tayrona Park.
5. Days 4 and 5: Trip to Cartagena de Indias, hotel accommodation, food and tour around the walled city.
6. Two (2) return airline tickets in economy class to Bogota or to the Winner and Travelling Companion's departure point from Rafael Nunez International Airport in Cartagena de Indias.

Under no circumstances may the Promoter be forced to give out prizes other than those offered in the advertising campaign and in these Terms and Conditions. Any expenses not mentioned above must be assumed by the Winner.

**Selection of the Winner:** During the draw, a relevant government authority representative will be present and will make an affidavit to record the conducting of this promotional draw. The Promoter will choose a minimum of five (5) alternates for the prize on the day of the draw in case the elected Participant is not eligible for any reason. Each potential winner will be subject to verification by the Promoter in accordance with these Terms and Conditions their personal data.

No Participant shall be considered a winner until the Participant's eligibility, the veracity of the information provided and compliance with the other requirements set forth in these Terms and Conditions are verified. The order of alternates will be the same in which they are selected, and their names will not be made public. If none of the elected alternates meet the eligibility requirements, a new selection of alternates will be made until a possible eligible candidate is found.

**Prize Delivery:** The Winner will be contacted by phone by the Promoter according to the information provided by the Participant. The Promoter will make a maximum of three attempts to contact the Winner. Each attempt will be documented in writing. If it is not possible to contact the Winner within five (5) business days, then this will be documented in writing and the first elected alternate will be contacted, following the same procedure mentioned above and so on until the Promoter finds a Winner.

The Promoter will do its best to contact the Winner, but it will not take the blame if he or she cannot be reached. To effectively claim the prize, the Winner must go to the place where he or she will be summoned, by his or her own means, and shall provide a valid form of identification, or any other official document that proves his or her identity, and must sign an affidavit of eligibility, a release of liability, and an assignment of image use for the benefit of the Promoter. If the elected Participant does not contact the Promoter back within the specified deadline, or refuses to sign the release of liability, or

if in any way infringes these Terms and Conditions, it will be understood that the individual waives the prize.

**Additional Terms and Conditions for Prize Delivery:** If the Winner does not reside in the Americas or Europe, he or she must travel by his or her own means to the trip's departure point defined by BrittShop. If in such a case the Winner does not have the means to travel to the departure point defined by Britt Shop, then the Winner will lose the prize and BRITTSHOP will call the next alternate.

The Winner and the Travelling Companion must have valid passports or visas and assume any related application costs. (Their passports must be valid for more than six (6) months before the date of travel.) The Winner must capture with photos and videos the best moments of the trip and, in certain places, will be accompanied by Britt Shop staff for that same purpose.

Britt Shop reserves the right to change any conditions in the event of an act of God or force majeure.

The Winner must respect the Colombian Law at all times, behave in a proper manner, and act in good faith. In case of any inconvenience during their stay in Colombia, the Winner will be responsible for contacting the BrittShop staff, which will be available for their needs, and shall refrain from making statements or publications that are detrimental to the company, either in print or in broadcast media, radio, television or social networks.

The Winner and the Travel Companion will comply with these conditions once the Winner agrees in writing and signs all the guidelines mentioned in these Terms and Conditions. The Promoter reserves the right to suspend the promotion, temporarily or permanently, in case of fraudulent prize claim or delivery, as well as in cases of technical failures or any other event beyond its reasonable control. Alteration of documents and information about the Winner, as well as deception, fraud or falsification, unauthorized manipulation that hinders the normal performance of the promotion, and any actions that the Promoter considers illegal and may cause harm to the promotion may be prosecuted in accordance with the Law.

**Image Rights:** Participation in the Promotion will imply that the entrants consent to have their data, name, nickname, voice, and image used in publications and other advertising media and, in general, in any promotional material for advertising purposes that the Promoter, in its discretion, utilizes for this Promotion, either during the Promotion timeframe, their stay in Colombia, or afterward. This authorization shall not imply any obligation to remunerate or compensate the Participant or Travelling Companion for any reason, including image rights. Additionally, the Winner must sign an express authorization for the use of image rights as a condition for the award of the prize.

**Promoter's Responsibility:** The Promoter will be solely responsible for the delivery of the prize defined in these Terms and Conditions and for its fulfilment thereof. The Winner will be responsible for the use and enjoyment of the prize. The Participants release the Promoter, co-sponsors, or affiliated companies, and others involved in this promotion, as well as their executives, employees, representatives, shareholders or agents, of liability for any damages that arise, directly or indirectly, as a result of their participation in the promotion, or resulting, directly or indirectly, from their acceptance, claiming, or possession of the prize,

or for their identity being made public by participating and/or winning. Notwithstanding the foregoing, the Promoter is expressly released of liability for: a) Incurred expenses when participating, claiming, or enjoying the promotion; b) Unauthorized human interventions by third parties to computer systems, the Internet site, or the like, that alter the development of the promotion; c) Damages suffered to the integrity of the Winner or third parties that are caused by virtue of this promotion or during the enjoyment of the prize; d) Any bodily injuries or property damages that the Participants and/or third parties may suffer by virtue of this promotion or during the enjoyment of the prize.

Participants acknowledge that the provision and/or delivery of services and goods that the prize includes is the sole responsibility of the designated suppliers, especially those related to transportation, hotel accommodations, entertainment, and food.

**Occasional Gains Tax** In accordance with the Tax Statute, BRITTSHOP, as the Organizer and Manager of this Promotion, will assume the tax amounts for the Occasional Gains Tax that come from this Promotion in case they are equal to or higher than 1,529,000 COP and will assume the stipulated rate of 20% of the prize.

**Promotion Suspension:** The Promoter reserves the right to suspend the promotion, temporarily or permanently, in case of fraudulent prize claim or delivery, as well as in cases of technical failures or any other event beyond its reasonable control. Alteration of documents and information about the Winner, as well as deception, fraud or falsification, unauthorized manipulation that hinders the normal performance of the promotion, and any actions that the Promoter considers illegal and may cause harm to the promotion may be prosecuted in accordance with the Law.

**Use of Personal Information:** The Participants hereby declare, represent and warrant that they authorize the Promoter or any designee, in advance and in an expressed and informed way, to process their personal data (name, ID number, address, telephone), to use these data to be contacted if selected in the drawing, for the purpose of prize delivery, and to make public their names and identification document numbers in the media that the Promoter and/or any designee determines. Unless otherwise stated in these Terms and Conditions, the personal data provided will be used solely and exclusively for any Promotion related activities, during the time that the Promoter and/or its designee determines. The Promoter guarantees the confidentiality and security of personal data in accordance with its personal data privacy and management policies and in compliance with the applicable legislation.

The Promoter will be responsible for Participants' personal data processing and security in connection with the Promotion. The Promoter will collect the personal data in a secure and confidential file and will use it for Promotion related activities and in full compliance with its policies of management and privacy of the information, the current legislation, and the Terms and Conditions hereby set forth.

Participation in the Promotion and registration of personal data with the Promoter will be interpreted as the Participants' understanding of the Terms and Conditions, and prior, express and informed consent for the use of their personal data. In case of incomprehension, doubt and/or disagreement with any points on these Terms and Conditions, the Participant must refrain from participating in the Promotion.

In case of doubts, queries or claims related to their personal data, Participants shall contact the Promoter as established in the Promoter's Information Treatment Policy, which can be consulted directly at the Britt Colombia, SAS, offices at the telephone + 57 (1) 3907337 or by email to: [ltorres@morphotr.com](mailto:ltorres@morphotr.com) Participants may exercise their right to know, update, rectify or delete their personal data and revoke the consent given with acceptance for the processing of their personal data, as set forth in the Promoter's Information Treatment Policy. If Participants decide to exercise the right to have their data not used by the Promoter and that such date be deleted, they agree that they will not continue to participate in the Promotion.

With respect to the right to informational self-determination, the Promoter shall inform all Participants about the existence of a database that will collect the personal data requested in this Promotion. The information contained in the database will be in use by the Promoter. The Participants shall declare that they were informed of the conditions for the protection of personal data described above, accepting and consenting to the automatic processing of the data by the Promoter and for the purposes indicated in this section. Once the draw has ended and the Promoter has contacted the Winner, Britt Colombia, SAS, undertakes to destroy the physical coupons containing the Participants personal information.

**Relationship between the parties:** No provision of the Promotion shall be construed as creating a relationship between the parties other than that arising from a normal trade in commerce. No Participant or Winner, by virtue of being one, acquires the status of employee, representative, or agent of the sponsoring company. With the fulfillment of the obligations set forth in these Terms and Conditions, the relationship between the parties shall terminate completely.

**Rejection and Disqualification:** The Promoter may disqualify, refuse to deliver, and revoke the prize and/or take any necessary actions to prevent the use of the prize and/or demand its return if the Participants incur in (i) fraud, (ii) attempted fraud, (iii) mala fidi, or (iv) breach of these Terms and Conditions.



**Britt Shop**<sup>®</sup>  
COLOMBIA