# TERMS AND CONDITIONS OF THE LEASE A BIKE - BIKE TO YOUR WORK DAYS PROMOTION JUNE 3 TO 7 2024

#### 1. General

- 1.1. These terms and conditions (hereinafter: the "Terms and Conditions") apply to the Bike to Your Work Days promotion (hereinafter: the "Promotion"). The Promotion is organized by Bike Mobility Services Sweden (under the brand name Lease a Bike), hereinafter referred to as "BMS", located at the address Ingenjörsgatan 8, 411 19 Gothenburg, Sweden, to promote Lease a Bike and to support the charitable organization Frihet på cykel.

  1.2 BMS is the legal entity responsible for all collection and processing of your personal data in connection with this Lease a Bike Promotion. BMS is part of Bike Mobility Services Group B.V. and its parent company is Pon Holdings B.V ("Pon"). BMS and Pon are committed to respecting and protecting your privacy and the protection of the personal data you share with us.
- 1.3. Although the Promotion is also promoted via news outlets, email to companies that are customers of Lease a Bike and through the Campaign page on the Lease a Bike website leaseabike.se, it is also promoted on the Instagram, LinkedIn, and Facebook pages of Lease a Bike Sweden (hereinafter: the "Social Media Pages"), Instagram, Facebook, and LinkedIn are not involved in or responsible for the Promotion. The Promotion is not sponsored, endorsed, and/or managed by Instagram and/or Facebook. Instagram and/or Facebook are in no other way connected and/or liable for the Promotion.
- 1.4. Although the Promotion is promoted in the email newsletter of and on the Instagram, LinkedIn, and Facebook pages of Yellow B. Cycling B.V. (Team Visma | Lease a Bike) (<a href="https://www.instagram.com/teamvisma\_leaseabike/">https://www.instagram.com/teamvisma\_leaseabike/</a>, <a href="https://www.instagram.com/teamvisma\_leaseabike/">https://www.instagram.com/teamvisma\_leaseabike/</a>, <a href="https://www.linkedin.com/company/teamvismaleaseabike/">https://www.facebook.com/vismaleaseabike/</a>, <a href="https://www.linkedin.com/company/teamvismaleaseabike/">https://www.linkedin.com/company/teamvismaleaseabike/</a>, <a href="https://www.linkedin.com/company/teamvismaleaseabike/">

#### 2. Who can participate?

- 2.1. Participation in the Promotion is open for people employed by a company based in Sweden, where the employed people are part of a company that has registered on the campaign page between 20-30th of May 2024 and whose employees are over 18 years of age (hereinafter: the "Participants").
- 2.2. By participating in the Promotion, the Participant agrees to these Promotion Terms and Conditions.

Lease a Bike Donation (as defined in Article 6) after the conclusion of the Promotion (see also Article 6).

2.3. Excluded from participation in the Promotion are all employees and family members of employees of Lease a Bike and third parties involved in the Promotion.

## 3. How and when can you participate?

- 3.1.1. The Promotion starts on June 3, 2024 at 00:01 a.m. and ends after June 7 2024 at 11:59 p.m. (hereinafter: the "Promotion Period"). During the Promotion Period Participants can submit their cycled mileage during these days to Lease a Bike via the campaign page (hereinafter: the "Campaign Page") on the Lease a Bike website (<a href="www.leaseabike.se/bike-to-work-days-km">www.leaseabike.se/bike-to-work-days-km</a>). Mileage must be entered on the Campaign Page of the Lease a Bike website by 11:59 p.m. on June 9, 2024.
- 3.1.2. An employer of a company that has registered for the campaign between 20-30th of May 2024 will receive an email prior to the Campaign Period with promotional materials to bring the Campaign to the attention of employees. Once a company registers on the page <u>leaseabike.se/bike-to-work-days</u>, the Company becomes a participating Company (hereinafter "Participating Company") from that moment on.
- 3.1.3. An employee of a Participating Company can from the 3rd of June 2024 register km on leaseablke.se/bike-to-work-days-km, where the employee arrives via the link shared by the employer.
- 3.2. Each Participant can register km multiple times during the days via the form on the Campaign page by filling the cycled distance in kilometers, date, work/ home location, and their personal details. The Participating Company does not have to complete any additional tasks for this.
- 3.3. The total km must be entered via the form. If the Participant enters km several times, these km will be added up to one total number of cycled kilometers, resulting in the Participant's personal final result. If it can be shown that the number of kilometers entered is unrealistic or the information is not correctly filled in, the Participant will be excluded from participation in the Promotion. A calculation will also be made of the total number of kilometers biked within a Participating Company (sum of all biked kilometers from all trips submitted by employees working at the company in question).

#### 4. Personal data and privacy

4.1. By participating in the Promotion the Participant consents to the processing of his/her personal data by Lease a Bike and/or parties engaged by Lease a Bike in accordance with the provisions of this article.
4.2. It is necessary for Lease a Bike to process certain personal data from Participants in order to make sure the Campaign is followed as intended. The Participant guarantees that all data provided is correct and complete.
4.3 Lease a Bike (i) will not collect more personal data from Participants than necessary to make sure that the Campaign is followed as intended (e.g. to prevent fraud) and will only use the personal data collected from Participants for that purpose, including any disclosure of such personal data to anyone directly or indirectly involved or connected in any way with the organization of the Promotion and (ii) will not distribute the personal data collected outside the European Economic Area, unless permitted under the General Data Protection Regulation.

#### 5. Publicity

- 5.1. By entering the Promotion Participants agree that Lease a Bike may publish the name and km of the winning Participant in a social media post on its social media pages after the end of the Promotion.
- 5.2 By entering the Promotion, Entrants agree that Lease a Bike may disclose the Name of the top performing companies and the number of km of the top 5 performing Participating Companies on its channels following the end of the Promotion.

#### 6. Donation

- 6.1. By participating in the Promotion, i.e. from the first moment that a Participant working at a Participant Company registers the cycled km on <a href="leaseabike.se/bike-to-work-days-km">leaseabike.se/bike-to-work-days-km</a>, the cycled km by the Participant will count towards a donation by Lease a Bike to Frihet på cykel (hereinafter referred to as "the Charity").
- 6.2. From then on, every cycled kilometer of employees of Participating Companies during the Campaign Period will count towards the donation that will be made by Lease a Bike to the Good Cause. Lease a Bike undertakes to donate 1 SEK to the Charity for every cycled kilometer, with a floor of a total contribution of 25 000 SEK and a capped contribution of 75 000 SEK.
- 6.3. After the end of the Promotion Lease a Bike will calculate the total number of bicycled kilometers by all Participating Companies during the Promotion Period and calculate the total amount to be donated based on this total number of bicycled kilometers x 1 SEK per kilometer. This together constitutes the total donation that Lease a Bike will pay out (hereinafter "Total Lease a Bike Donation").
- 6.4. Lease a Bike shall pay the Total Lease a Bike Donation to the Charity by no later than August 1, 2024.

## 7. Liability

7.1. Lease a Bike accepts no liability for any damages of any kind related to participation in the Promotion, including damages caused by any actions resulting from the Promotion.

# 8. Miscellaneous

- 8.1. Lease a Bike reserves the right to terminate the Promotion without further notice, or to amend these Promotion Terms and Conditions without prior notice. The amended Promotional Terms and Conditions will be published on the Lease a Bike website leaseabike.se/bike-to-work-days or leaseabike.se/bike-to-work-days-km.
- 8.2. In cases not covered by these Promotion Terms a decision will be made by Lease a Bike.
- 8.3. The Promotion and the Promotion Terms and Conditions are governed by Swedish law. Any disputes arising out of or otherwise connected with the Promotion shall be submitted to the competent court in Gothenburg with exclusive jurisdiction.

# 9. Complaints and contact

9.1. Complaints about the Promotion can be submitted in writing to Lease a Bike by contacting our customer support department. Within two weeks of the date of a complaint Lease a Bike will respond.