

Promotion Terms and Conditions

Promotion Terms for “Stay Dry and Safe this Fall with the Lovens Rain Canopy and LED” 2024

I. General

These terms and conditions (the "Promotion Terms") apply to the Lovens promotion “Free Rain Canopy and LED daytime running lights with the purchase of a Lovens Explorer” (hereinafter: the "Promotion") organized by Optima Cycles Trading B.V. (hereinafter: the "Organizer"), located at Beveland 2, Beverwijk. The Promotion applies to the Lovens Explorer model types: S85 AUTO ABS, S85 ABS, S85 AUTO, S85, S75 AUTO ABS, S75 ABS, S75 AUTO, S75, and S50. The Promotion does not apply to the Lovens Explorer model types 50, 65, 65 AUTO, 85, and 85 AUTO.

The value of the Rain Canopy is EUR 359.95, and the value of the LED daytime running lights is EUR 129.95. This Lovens purchase, including the free Rain Canopy + LED, is available from October 31 through December 31, 2024 (the “Promotion Period”).

The invoice date must fall within this period. Registration to receive the Rain Canopy and LED daytime running lights is done through the Lovens dealer.

Registration can be completed until January 31, 2025. The Organizer reserves the right to terminate the Promotion or amend the Promotion Terms at any time without notice.

A revised version of the Promotion Terms will be published on the Organizer's website, including a date. The Organizer and participants are bound by the content and provisions of these Promotion Terms. By participating in the Promotion, participants agree to these Promotion Terms.

The Promotion was announced on October 25, 2024.

II. Promotion Terms

The Organizer will send the Rain Canopy to the consumer via parcel delivery to the shared address. The Organizer will cover the shipping costs for the initial shipment. If the initial shipment is unsuccessful, the costs for subsequent shipments will be paid by the consumer.

The LED daytime running lights are supplied by the dealer. Participation in the Promotion is possible by purchasing a new Lovens Explorer BES3 model from an official Lovens dealer during the Promotion Period.

The dealer's staff must submit the promotion request through the webshop by registering the invoice and the bike's frame number.

The dealer is responsible for timely registration of the bike and providing the correct information to qualify for the Promotion. Participation in this Promotion is open exclusively to individuals who, during the Promotion Period, purchase a Lovens Explorer (type specified in the first paragraph) from a Lovens dealer and register the invoice with the frame number on the promotion page.

Participation in this Promotion is available exclusively for the purchase of a new Lovens Explorer model from an official Lovens dealer. Secondhand sales are excluded. Participation in this Promotion is available exclusively to individuals aged 18 and older. Employees of Optima Cycles B.V. are excluded from participation. Only one entry per person is allowed.

If the Rain Canopy is not immediately available for delivery, it will be shipped at the earliest possible date within a maximum of 6 weeks after registration. The Promotion is valid while supplies last and cannot be combined with other promotions. If the purchase of the Lovens Explorer is canceled, the Promotion will be void.

The Organizer reserves the right to disqualify entries that do not meet these terms or that appear fraudulent. The Organizer reserves the right to exclude a participant from the Promotion if they have provided invalid or falsified personal information.

In cases of fraud or suspected fraud, or unlawful influence on the Promotion, the Organizer reserves the right to disqualify participants from the Promotion. The discount is non-transferable and cannot be exchanged for cash.

III. Code of Conduct

Participants may not use the Promotion to express political or religious ideas. Participants may not harass, abuse, discriminate, or make sexual references. Entries may not be offensive, obscene, threatening, hateful, objectionable, indecent, violent, sexually suggestive, racist, defamatory, libelous, discriminatory, or in any way encourage such behavior.

Entries may not violate the law, regulations, or decency standards, nor infringe on the rights of others (including intellectual property rights), or encourage actions that violate the law, regulations, decency, or third-party rights. Entries may not harm the Organizer, affiliated companies, brands, or the brand in any way.

The above code of conduct applies to participation in this Promotion.

IV. Publication

By participating in this Promotion, participants explicitly agree to the use of their entry content for marketing purposes, granting the Organizer all rights to it without the Organizer owing any compensation.

If participants cooperate in other forms of publicity at the Organizer's request, their reasonable wishes will be taken into account, but they will not be entitled to any compensation. All (publication) materials remain the full property of the Organizer.

V. Personal Data

Personal data obtained by Optima Cycles B.V. in connection with participation in this Promotion will be used solely to process this Promotion correctly. This personal data will be handled per the General Data Protection Regulation (GDPR). Optima Cycles will collect and handle this data according to its privacy policy (available at: <https://lovensbikes.com/privacy-policy/>).

Optima Cycles will retain personal data only for as long as necessary for the purposes described above. Participants have the right to access and correct their personal data and the right to object to its use.

VI. Liability

The Organizer and/or its appointed agents are not responsible or liable for disruptions and/or errors related to the Internet, the Promotion page, any of the internet sites mentioned in these Promotion Terms, the cable (or any other relevant) network, software, or hardware, as well as for any erroneous input and/or processing of personal data.

The Organizer is not liable for any costs, damages, additional expenses, etc., incurred by participants if the accessories are unavailable on their desired or booked day and/or time. Printing, spelling, and typesetting errors, as well as similar material errors, hold no value and cannot be used as grounds for legal recourse against the Organizer.

Furthermore, the Organizer excludes all liability of the Organizer and/or its appointed dealers in connection with this Promotion, including the prize, except in cases of intentional or gross negligence by the Organizer's management team.

If this Promotion is advertised on Facebook, Instagram, or other external channels, it is emphasized that this Promotion is in no way sponsored, endorsed, administered, or associated with Facebook, Instagram, or these external channels, which bear no liability in this regard.

VII. Final Provisions

Nothing from or related to this Promotion may be reproduced or published without prior express written permission from the Organizer. All intellectual property rights on this site and its contents, including all texts, images, layout, software, or other information, belong to the Organizer. No rights can be derived from this Promotion.

If any provision in these Promotion Terms is found to be wholly or partially invalid or unenforceable, the remainder of these Promotion Terms and the relevant provision(s) shall remain fully applicable. The Organizer reserves the right, reasonably and considering the circumstances, to amend the Promotion Terms and/or interrupt and/or terminate the Promotion without prior notice and without incurring any liability. Participants are responsible for regularly reviewing these Promotion Terms.

The Organizer also reserves the right to withhold the prize in case of misuse or breach of any provision of these Promotion Terms, without the participant having any claim against the Organizer. Complaints or questions regarding the Promotion Terms and Promotion, as well as requests related to participants' rights against Optima Cycles B.V. regarding their personal data, may be sent in writing to info@lovensbikes.com.

Complaints or questions concerning availability and delivery should be addressed to the relevant dealer. These Promotion Terms and the Promotion are governed by Dutch law and will be interpreted and executed in accordance with Dutch law.

Only the court in Amsterdam has jurisdiction to hear any disputes regarding the interpretation or application of these Promotion Terms and/or Promotion in the first instance.

Issued on October 25, 2024.