

Togeva General Competition Terms and Conditions

1. Definitions and introduction

In this Agreement the following words and phrases shall have the following meanings (and, where applicable, the singular shall include the plural):

“Competition” Any promotion, prize draw, quiz or competition operated by us (or on behalf of the relevant sponsors) or any company, whether owned or controlled, directly or indirectly by us.

“Us”, “we” and “our” Any references to “us”, “we” and “our” shall be references to Togeva Ltd. (TOG) (Company Number 07701172) as appropriate.

“Participant” Any person who enters a competition or prize draw.

“Promoter” The promoters of the competition.

“Prize” Any prize(s) offered or awarded in a Competition by a Prize Provider.

“Prize Provider” Us or any other third party with whom we have an arrangement. You should also read the relevant prize provider’s terms and conditions (to the extent applicable to the prize offered or awarded). Such terms will be available in our mobile app.

“Terms” These competition terms and conditions together with any specific rules, entry instructions and any other specific details relating to the particular Competition or Prize published on this Togeva mobile app or websites operated by Togeva Ltd.

“You” Any reference to “you” is to you as a Participant in or winner of (as the case may be) a Competition.

These Terms shall be binding on you when you enter, participate in or win any Competition or accept any Prize. Entry or participation in any Competition, or winning or accepting any Prize, shall be deemed an unconditional acceptance by you of these Terms.

In the event that there is any conflict between these Terms and Conditions and any specific terms and conditions relating to a particular Competition then the specific terms and conditions will prevail.

You agree to co-operate with and comply with all reasonable requests of Togeva and its agents and employees in connection with any Competition and or prize.

We reserve the right, in our reasonable discretion, to add to, amend, vary or waive any Terms on reasonable notice. Please make sure you check back every now and again to review these Terms.

2. Eligibility to enter a Competition

Unless explicitly stated in the specific terms, Apple, Inc. has no obligation, association or affiliation implied or explicit to the download, application, game or the prizes awarded. Apple is not a sponsor nor is involved in any way.

In order to make a valid entry into a Togeva Competition you must:

- have downloaded the Competition app,
- be a resident of the Channel Islands, United Kingdom or Isle of Man;
- enter as an individual only, not as part of a syndicate, group or agency;
- be 13 or over on the closing date of any Competition.

Unless otherwise stated, you may not enter a Competition if;

- You are an employee, freelancer or contractor of any of our companies or any family member of an employee, freelancer or contractor of any of our companies.
- You are a member of the press, an agency or any person directly or indirectly connected with the Competition.
- You are a member of a syndicate or group entering as a member of such syndicate or group.

Any entries made in contravention of this clause will not be valid.

Proof of eligibility to enter a Competition must be provided to us on request. We reserve the right to verify the eligibility of all Entrants.

Breach of any of the regulations contained in this Clause 2 may result in your disqualification from a Competition or withdrawal of any Prize.

Any Participant using a mobile phone which is not paid for by that Participant should ask for the permission of the person who owns the mobile phone and/or the person who pays the mobile phone bills before entering the competition.

No purchase of any kind is necessary for free prize draws or competition.

We may disclose your personal information to third parties if we are under a duty to disclose or share your personal information in order to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements; or to protect the rights, property, or safety of Togeve Ltd., our clients, or others.

3. Prizes

Unless explicitly stated in the specific terms and conditions, prizes and competitions are not sponsored, endorsed or administered by Apple Inc., Twitter Inc. or Facebook Inc. Apple, Twitter and Facebook, have no obligation, association or affiliation implied or explicit to this download, application, game or the prizes awarded. Apple, Twitter and Facebook are not sponsors nor are involved in any way. None of the prizes awarded will be Apple products.

Competition winners will be notified at the event of the relevant Competition and Prizes must be claimed within the competition terms and condition of such notification relating to prizes. Any claim for a Prize made outside the time or manner specified for the relevant Competition will be invalid.

To eliminate non-genuine, deceitful or fraudulent claims, we reserve the right to request evidence of Competition entry by examining the mobile device that the competition was entered on.

Any failure to comply with the requirements of this clause may result in your disqualification from the Competition or the withdrawal of any Prize.

All Prizes are non-transferable and may not be given, assigned or sold to another person.

Prizes offered cannot be exchanged for cash or other alternatives accept in accordance with terms in clause 11 and 13. A Prize will not be awarded to a person who, for any reason, would not be allowed by law to purchase or use the Prize or where the supply of the Prize to that person would be unlawful.

Unless otherwise specified, a Participant may not win more than one Prize per Competition and we, the Promoter or the Prize Provider reserve the right to withhold or reclaim any second or subsequent Prize.

4. Health and Safety

By participating in a Competition, you warrant that:

- You undertake the Competition at your own risk;
- You will take all reasonable steps to ensure your own health and safety when taking part in any events or activities forming part of the Competition and you will comply with all and any safety standards notified to you by any relevant representatives;
- You will comply with any directions of Togeve Ltd. in respect of health and safety.

We, the Promoter and the Prize Provider, reserve the right to disqualify you (at each party's sole discretion) from the Competition and/or Prize (without liability or compensation) if you conduct yourself in a way which exposes you or others to any medical, security or safety risk whatever (including, without limitation, any abusive behavior whether physical or psychological), expose yourself or others to risk of cancellation, disruption, or curtailment of the Competition and/or Prize.

5. Confidentiality and Publicity

You undertake not at any time to disclose, reveal or communicate to anyone any information which you know or reasonably ought to know is confidential.

You undertake that, as a condition of any Prize, you shall, participate in all publicity required by us, the Promoters or Prize Provider and/or third parties connected with the Competition.

You will participate in all interviews and other activities reasonably requested by us, the Promoter or the Prize Provider and we shall be entitled to reproduce, publish, exhibit, transmit and broadcast the same by all means and media throughout the world in perpetuity.

Participants acknowledge and agree that the Promoter and/or the Prize Provider may publish their name if they are a Winner on any and all media, and make this available on request to third parties, refer to the Winner's association with the Competition and/or the prize in all publicity, marketing and Competition material in connection therewith.

All rights in relation to the Competition and your involvement therein shall vest exclusively with us, the Promoter or the Prize Provider.

Any personal data submitted by Participants will be processed solely in accordance with current UK data protection legislation and Togeve's Privacy Policy:
<http://www.togeve.com/privacy-policy>.

6. Intellectual Property

In respect of copyright and other intellectual property rights ("IPR") in any Competition, your entry into and your participation in the Competition (including, without limitation, all products submitted or created for the Competition and all interviews, pictures, audio, audio-visual, whether your appearance is featured or incidental) in all media and technology (whether in existence at the date of the Competition or subsequently developed or created) (the "Products"), you hereby grant to us, the Promoter or the Prize Provider a non-exclusive, royalty-free perpetual worldwide licence to use any IPR/Products in any and all media to the extent we, the Promoter or the Prize Provider deems it appropriate and you agree to waive any moral rights you may have in the Products.

You agree, at our, the Promoter or the Prize Provider's request, to assign to us, the Promoter or the Prize Provider the entire IPR/Products (including without limitation where such Products are not in existence at the date of this Agreement, by way of present assignment of future copyright) and you agree to do all such acts as may be reasonably requested of you by us, the Promoter or the Prize Provider to effect the assignment under this clause.

If applicable, any assignment shall include the right but not the obligation for us, the Promoter or the Prize Provider to:

- Alter, edit, compile, amend or otherwise adapt such Products and/or use such Products in conjunction with any other material; and
- Use, distribute and/or broadcast such Products in all media and all formats (including, without limitation, transmission by way of analogue transmission, digital audio broadcasting, internet, satellite, television, film, cable or telephony); and
- Screen, filter and/or monitor information provided by you and to refuse to distribute or remove such information; and
- Sub-license such rights to any other persons, in each case for such purposes as we, the Promoter or the Prize Provider may in our absolute discretion determine.

By participating in any Competition and submitting any information, material or Products you warrant to us, the Promoter and the Prize Provider that such information, material or Products are personal and related specifically to you and will not infringe the intellectual property, privacy or any other rights of any third party. The material will not contain anything which is untrue, defamatory, obscene, indecent, harassing or threatening; do not violate any applicable law or regulation (including any laws regarding anti-discrimination or false advertising).

All materials are owned by you and that you have the right, power and authority to grant the rights set out in these Terms. Equally the material is not obscene or pornographic does not to the best of the your knowledge, contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. For the avoidance of doubt, all rights in the name and title of the Competition and the format rights for the Competition will vest exclusively with us, the Promoter or the Prize Provider for our own use (in our absolute discretion).

We will not use your IPR or Products in a manner that would in our opinion be materially detrimental to you (as the Participant).

7. Disqualification of Entries

You acknowledge that our interests and good reputation, or those of the Promoter and Prize Provider are paramount and we may, at our reasonable discretion, withdraw a place or require you to cease to have any involvement in the Competition if we believe (in our absolute discretion) it is in our best interests, the Promoter's or the Prize Provider's, to do so.

We, the Promoter or the Prize Provider reserve the right to immediately withdraw your entry or participation in the Competition, withdraw the Prize or disqualify you (without liability or compensation) if (in our opinion, which shall be final) you are in breach of any of your obligations, representations and/or warranties under these Terms.

You should not conduct yourself in a manner, which is inappropriate or unsuitable (as determined in our reasonable discretion).

You have made certain representations and warranties to us, the Promoter or the Prize Provider (both in these Terms and otherwise) in entering the Competition and/or applying for a place on the Competition. We, the Promoter or the Prize Provider have relied on the accuracy and truth of such representations and warranties in granting a place to you.

In the event that we, the Promoter, and the Prize Provider or its agents become aware of any fraud, dishonesty, deceit, misconduct or similar action undertaken during or in connection with the Competition or otherwise, or any act or omission which might (in our, the Promoter or the Prize Provider's opinion, which shall be final) have an adverse effect on the Competition, we, the Promoter or the Prize Provider reserves the right in our absolute discretion (without notice to you and without giving reasons) to forfeit your place on the Competition and or withdraw any Prize(s).

If any fraud, deceit, misconduct or other action is only discovered after the Prize has been released (in our or the Prize Provider's opinion, which shall be final) you undertake to return

the same (or provide compensation) to us, the Promoter or the Prize Provider forthwith upon notification.

For the avoidance of doubt (and without limitation), if you provide an incorrect or false name, age, address or other incorrect information in relation to participation, then we, the Promoter or the Prize Provider reserve the absolute right to treat that entry as invalid (whether or not such information comes to light before or after you have made a claim).

We, the Promoter or the Prize Provider reserve the right to discount multiple entries from the same Participant, unless the specific terms and conditions for the Competition state that multiple entries are permitted.

Failure to comply with our instructions and directions or those of the Promoter or Prize Provider (in our opinion, which shall be final) may lead to immediate disqualification from the Competition or withdrawal of the Prize.

Late entries (i.e. entries received after the relevant advertised closing date or time for the Competition) will not be accepted.

In the event of your disqualification from the Competition, we, the Promoter or the Prize Provider reserve the right to select another Participant to take part in the Competition.

8. Cancellation of the Competition

We, the Promoter or the Prize Provider shall be entitled, in our reasonable discretion, to cancel, delay and/or recommence a Competition with immediate effect by announcement (online, mobile or print) without any liability in respect thereof.

In the event that a Competition is cancelled after a valid claim has been made, we, the Promoter or the Prize Provider, will use reasonable endeavor to offer an alternative Prize. If such alternative Prize is offered but not accepted by you, you shall have no claim against us, the Promoter or the Prize Provider in respect of the cancellation or delay of the Competition or Prize or for any expense or damage whatsoever incurred as a result thereof.

A Competition may be declared as void by us, the Promoter or the Prize Provider if any promotional device contains a printing error or involves a production or distribution error of any kind or any promotional device is found to be mutilated, illegible, altered, reconstructed, forged or tampered with in any way or a printing or production error in connection with the Competition appears on the mobile app or website. Equally a Competition may be declared as void by us, the Promoter or the Prize Provider if there are any errors relating to the description of the Competition or there have been any errors in the preparation or the conduct of the Competition materially affecting the result of the Competition or the number of claims or the value of the claims.

9. Exclusion of liability/indemnity

So far as permitted by law, we, the Promoter and Prize Provider exclude all liability whatever for any costs, expenses, damages, liability, or disappointment suffered by any Participant arising out of or in any way connected with the Competition or prizes. So far as permitted by law, we, the Promoter, Prize Provider exclude all liability whatsoever for any loss of profit, business, contracts, revenues or anticipated savings or for special, direct, indirect or consequential loss of any nature howsoever arising. We, the Promoter and Prize Provider accepts no liability for any loss or damage that may occur to any hardware or software used by Participants as a result of participation in this Competition. We, the Promoter and Prize Provider shall have no liability in the event of telephone or mobile connectivity delayed or not received by us, the Promoter and Prize Provider as a result of network incompatibility, technical faults or for any other reason. Nor shall we, the Promoter and Prize Provider have any liability for Prizes which are lost, delayed or damaged in the post or otherwise not validly received by Participants, nor for any mistakes in the source material utilised by us, the Promoter and Prize Provider.

10. Force Majeure

We, the Promoter or the Prize Provider shall not be liable to perform any of our obligations under the Competition or in respect of the Prizes where it is unable to do so as a result of unforeseen circumstances or circumstances beyond our reasonable control and, whilst we, the Promoter and the Prize Provider may (but shall not be obliged to), endeavour to provide an alternative Prize of equal value, it shall not be liable to compensate you in such circumstances and no cash will be offered.

11. General

You agree you will not by any act or omission do anything, which might bring us, the Promoter or the Prize Provider into disrepute or affect our reputation, or that of the Competition, the Promoter or the Prize Provider.

These Terms shall be governed and construed in accordance with the laws of England and Wales and you and we submit to the exclusive jurisdiction of the Courts of England.

The Terms represent the entire agreement between you and us relating to the Competition or the Prize (unless otherwise expressly confirmed in writing by us, the Promoter or the Prize Provider on a website of their choosing at their absolute discretion) and supersede all prior representations, agreements, negotiations or understandings (whether oral or in writing).

Except as specifically set out herein, all conditions, warranties and representations expressed or implied by law are excluded.

The invalidity, illegality, or unenforceability of the whole or any part of these Terms or any specific terms for a Competition in any media featuring the Competition does not affect or impair the continuation in force of the remainder of the Terms.

The failure to exercise or delay in exercising a right or remedy provided hereunder or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies.

These Terms are not intended to nor shall create any rights, entitlements, claims or benefits enforceable by any person that is not a party to them.

Save as set out in this Agreement, no person shall derive any benefit or have any right, entitlement or claim in relation to this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

November 14, 2014