

## General Promotional Terms and Conditions

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### 1. Prize Rules

- 1.1. "Rules" means the specific terms governing the administration of the Promotion as communicated on the Promotion Platform. The Rules supplement these General Terms on a subordinate basis.
- 1.2. The following terms used in this document have the meaning given by the Rules:
  - Participation Period
  - Prizes
  - Promotion
  - Promotion Platform
  - Organiser
  - Territory
  - Winner Selection Date

### 2. Subject of these Terms

- 2.1. The subject matter of these General Promotion Terms and Conditions ("**General Terms**") is participation in the Promotion. The Promotion is carried out by the Organiser for advertising purposes.
- 2.2. This competition is not affiliated with, is not sponsored, supported or organised by any social network operators or third-party platforms.

### 3. Participation Period

- 3.1. Participation is only permitted during the Participation Period. Entries submitted outside the Participation Period shall be excluded.
- 3.2. The Organiser is entitled to extend or shorten the participation period for legitimate reasons, provided this does not operate to the detriment of the Participants and is communicated in good time.

### 4. Eligibility

- 4.1. Participation is open exclusively to natural persons who:
  - (a) have attained the age of 18;
  - (b) have their habitual residence in the Territory; and
  - (c) further requirements stated by the Rules ###.
- 4.2. The following persons are excluded from participation:

- (a) Employees of the Organiser as well as cooperation partners and their respective immediate relatives (spouses and partners, parents, children and siblings);
- (b) legal entities and partnerships;
- (c) Persons who use false or third-party identity details, or who otherwise fail to satisfy or cease to satisfy the eligibility criteria;
- (d) Persons who otherwise breach these, in particular persons who attempt to manipulate the Promotion unlawfully.

4.3. The Organiser may limit participation to persons whose professional activity may include the use of services offered by the Organiser (advertising purpose of the Competition).

4.4. The Organiser is entitled to exclude persons from participation at any time and also retrospectively if they are not or no longer eligible. Prizes already allocated shall be forfeited and shall be returned upon request by the Organiser.

### 5. Conditions of Participation

- 5.1. Participation in the competition requires registration on the Promotion Platform. When registering, the participant must enter the required information completely and truthfully and accept the conditions of participation.
- 5.2. The requirement to register serves to ensure the fraud-free administration of the Promotion and the identification of Participants.
- 5.3. Participation may be conditional upon the Organiser being permitted to use details provided at registration for its own purposes (in particular marketing).
- 5.4. Participation is free of charge.
- 5.5. A person may only enter the Promotion once. Multiple entries are only permitted where and to the extent this is expressly permitted by the Rules. Breaches shall result in the full disqualification of the Participant.
- 5.6. Participants take part solely in their capacity as private individuals, even where they act as employees or officers of a company.
- 5.7. Each Participant warrants that, by participating in or accepting prizes under the Promotion, they (i) shall not breach any obligations under employment law or service agreements; (ii) shall not accept any benefit within the meaning of §§ 299, 299a, 331 et seq. of the German Criminal Code (Strafgesetzbuch, StGB); and (iii) where required by internal compliance policies or where the prize is subject to internal reporting obligations, have obtained the consent of their employer.

### 6. Administration of the Promotion

- 6.1. Winner selection may be performance-based (e.g. based on scores achieved), random, or a combination of both mechanisms.
- 6.2. The Promotion shall be conducted in accordance with the Rules. The Rules shall determine, in particular and where applicable:
  - (a) winner selection, including any points system;
  - (b) the calculation and weighting of match results (scoring);
  - (c) the type, number and form of prizes;
  - (d) minimum requirements for certain prize categories (e.g. minimum scores); and
  - (e) the prize allocation logic, in particular performance-based selection and random draw.
- 6.3. Participation is only permitted once per game, unless expressly stated otherwise in the competition rules.
- 6.4. The Rules shall bindingly govern the procedure for winner selection.

6.5. Where scores are evaluated by automated means, there shall be no entitlement to review or disclosure of the relevant data. In the event of an obvious technical error, the Organiser shall be entitled to review and, where appropriate, correct the evaluation. Participants shall have no claims in this regard.

## 7. Inadmissible Manipulation

7.1. The solution of prize tasks must be achieved through one's own personal activity and without the use of aids that offer an unfair advantage over other participants.

7.2. Any unfair influence on the course of the Promotion and in particular the prize mechanism is inadmissible. In particular, automated procedures (AI systems, bots, scripts, tracking, technical retrievals), self-referencing, artificially generated interactions or other measures to circumvent or technically influence the intended mechanics are unfair.

7.3. The use of automated aids that confer an advantage over other participants is not permitted and will lead to exclusion.

7.4. Where the nomination of prospective customers or clients forms part of the Promotion, the Participant warrants that the nominee is genuinely and specifically interested, is permitted to use the relevant offering, and has consented to being contacted as intended. Automated approaches or nominations of third parties are not permitted.

7.5. These regulations do not restrict the use of aids for barrier-free access.

## 8. Prizes

8.1. An entitlement to a prize only arises through a prize confirmation or comparable notification to the winner after the Promotion has been properly conducted (prize confirmation). Until the prize is confirmed, prizes are subject to change and the Organiser can change the Promotion according to these conditions. Prizes or claims to the allocation of prizes are not transferable.

8.2. Exchange or cash payment for non-cash prizes is excluded. The Organiser reserves the right to substitute prizes of equal value or non-cash prizes of the same type and quality or above.

8.3. Vouchers or comparable prizes are primarily subject to the terms of the respective issuer. In case of doubt, vouchers are non-transferable, expire one year from issue, the cash payment of the voucher value is excluded and vouchers cannot be combined or cumulated with other vouchers or similar instruments.

8.4. All taxes, duties or costs associated with the redemption of a prize shall be borne by the winner. The winner is obliged to ensure proper taxation of the prize.

## 9. Winner Selection and Notification

9.1. Unless otherwise stated, the winners will be determined by the Organiser after the end of the Participation Period on the basis of the Rules.

9.2. The Organiser chooses a communication channel for the notification of the prize. Unless the Organiser specifies a specific communication channel for the notification of the winner, he can choose any communication channel submitted by the Participant or otherwise known to the Organiser. The Organiser is not obliged to identify alternative communication channels or, in the case of incorrect data, to determine correct data.

9.3. The winner must confirm acceptance of the prize within 14 calendar days of the notification of the prize and must provide or confirm any information requested for delivery of the prize. For this purpose, the communication channel of the prize notification is to be used, unless a different communication channel is specified in it. The winner must also provide all cooperation required for delivery of the prize without delay upon first request of the Organiser.

9.4. The prize will be forfeited if the winner fails to confirm acceptance within the prescribed period or fails to provide the required details or perform the necessary acts of cooperation promptly.

9.5. The Organiser is entitled, but not obliged, to select a new winner from the remaining participants for forfeited prizes, but excluding the original winner in accordance with the Rules.

## 10. Data Protection

10.1. The categories of data to be collected and processed are determined by the Rules and may include.

- master data (where applicable: name, email address, company name, postal address for prize delivery);
- participation data (responses, time stamps, device information, identity of the Participant);
- marketing data (information regarding the Participant's company and role); and
- payment data for cash prizes, if applicable.

10.2. The Organiser processes personal data of the Participant for the purpose of conducting the Promotion, including the determination of the prize, notification and delivery. The legal basis is Art. 6 para. 1 lit. b GDPR (performance of contract / pre-contractual measures) and, in addition, Art. 6 para. 1 lit. f GDPR (legitimate interests of the Organiser). Where processing is based on consent, the Organiser shall process the relevant data for the consented purpose.

10.3. The Organiser shall be entitled to ensure compliance with the Rules and these General Terms through appropriate technical measures and to process data of the categories specified above for this purpose. The legal basis is Art. 6 para. 1 lit. b GDPR (performance of contract / pre-contractual measures) and, in addition, Art. 6 para. 1 lit. f GDPR (legitimate interests of the Organiser).

10.4. The data will be deleted after the Promotion has been completed, at the latest after the expiry of statutory retention periods. Data relating to prize allocation may be retained for tax purposes for up to 10 years (§ 147 AO, German Fiscal Code (Abgabenordnung)).

10.5. Personal data will only be transmitted to cooperation partners if this is necessary for the implementation of the Promotion and only on the basis of a suitable legal basis or a corresponding order processing agreement in accordance with Art. 28 GDPR.

10.6. If the basis for the processing of personal data is the Participant's consent, this consent can be freely given and revoked at any time, without detrimental effects on participation in the Promotion.

10.7. The Organiser shall be entitled to publicly announce winners and prizes without separate consent, including by referencing or tagging winners' social media accounts, where the Participant has themselves made this information publicly available in the course of participation, e.g. through posts, reposts, tagging, or other social media distribution mechanisms.

10.8. The Organiser shall be entitled to maintain a publicly accessible, current list of Participants under pseudonyms for the purpose of evidencing the proper administration of the Promotion.

10.9. Additional information can be found in the [Organiser's Privacy Policy](#), which is available in the Moss Legal Center.

## 11. Liability

11.1. The Organiser's liability shall be unlimited in respect of intentional conduct, its own gross negligence, fraudulent misrepresentation, breach of a guarantee, liability under the German Product Liability Act (Produkthaftungsgesetz), or damages arising from injury to life, body, or health of any person; in such cases the statutory rules on liability apply.

11.2. Otherwise, the Organiser's liability - in particular for ordinary negligence and for indirect damages, consequential losses, loss of profit, or loss of data - is excluded, unless an essential contractual obligation (Kardinalpflicht) has been breached. Where essential contractual obligations (Kardinalpflichten) are breached through ordinary negligence,

liability shall be limited to the foreseeable damage typical for this type of contract.

- 11.3. The Organiser accepts no liability for technical disruptions, platform outages, transmission errors, or other circumstances outside its sphere of influence.
- 11.4. The Organiser accepts no liability for the quality, functionality, or freedom from defects of physical prizes or for the redeemability of third-party vouchers; in such cases claims lie exclusively against the manufacturer or supplier.
- 11.5. The provisions of this Section 11 apply correspondingly to claims against officers, employees, or vicarious agents (Erfüllungsgehilfen) of the Organiser.

## **12. Early Termination, Modification and Termination**

- 12.1. The Organiser reserves the right to cancel or prematurely terminate the Competition at any time without justification, in particular if:
- technical or legal reasons prevent proper administration of the Promotion;
  - there are reasonable grounds to suspect manipulation or misuse; or
  - official or judicial orders are issued.
- 12.2. In the event of cancellation without fault on the part of the Participant, no entitlement to a substitute prize or damages shall arise. Rights finally vested by virtue of Prize Confirmations issued prior to cancellation shall remain unaffected.
- 12.3. Amendments to these Participation Terms shall be announced on the Platform in good time. Material, adverse amendments after the commencement of the Participation Period are not permitted where they would operate to the detriment of Participants.

## **13. No Purchase Dependency**

Participation in this Promotion is not dependent on the purchase of any goods or services, or on the conclusion of any contract with the Organiser. Registration on the Platform serves solely the purpose of technical identification and the fraud-free administration of the competition and does not give rise to any paid obligation. Where registration includes reference to optional additional services, the use of such services is not a condition of participation.

## **14. General Provisions**

- 14.1. The review of the winner selection by legal means is excluded.
- 14.2. The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of conflict of laws and the UN Convention on Contracts for the International Sale of Goods, unless mandatory statutory provisions to the contrary. For consumers, this only applies to the extent that mandatory consumer protection provisions of the country in which the consumer has his habitual residence do not preclude this.
- 14.3. If the participant does not have a general place of jurisdiction in Germany or moves his or her place of residence abroad after the conclusion of the contract or if his or her place of residence is unknown at the time the action is filed, the exclusive place of jurisdiction is Berlin. This does not apply to consumers if mandatory legal regulations prescribe a different place of jurisdiction.
- 14.4. The Organiser does not participate in a consumer arbitration board.