

# Rules and Regulations for Mayser Facebook prize competitions

Datum: 14/06/2018

## 1. Facebook disclaimer

The Facebook Promotion Guidelines, in particular section E ([http://www.facebook.com/page\\_guidelines.php](http://www.facebook.com/page_guidelines.php)) apply in connection with the running of prize competitions on our Facebook fan page.

The prize competition is in no way connected with Facebook and is in no way sponsored, supported or organised by Facebook. All information connected with the prize competitions is provided exclusively by Mayser GmbH & Co. KG, Bismarckstrasse 2, 88181 Lindenberg im Allgäu ("Mayser") as the organiser. Facebook is not available for contact in connection with the prize competition. The entrant releases Facebook from any legal claims.

## 2. General information about entry

Entry in the prize competition is possible only on the conditions stated here. By entering, the entrant expressly accepts these rules and regulations and agrees to the procedure for the prize competition.

Entry is free and does not require the purchase of goods or services.

The prizes, the exact procedure for the prize competition and the time period of the prize competition (entry period) can be found in the respective prize competition description on the Mayser Facebook fan page, or in the respective prize competition post.

Unless otherwise stipulated in the prize competition description, entry takes place by "liking" (clicking the Facebook "Like" button) and "Commenting" the prize competition post. A further condition is that this assessment is left unchanged at least until the winners are chosen.

Entry beyond the entry period is not possible. The entry period is determined by the times displayed in the system by Mayser.

## 3. Eligible entrants, conditions for entry and exclusion

Every natural person who has reached the age of 16 at the time of entry and has a Facebook account is eligible to enter the prize competition. Youths under the age of 18, unless expressly excluded from entry, require the permission of their legal guardian, which states that the youth may enter the prize competition and receive the prize. Download and sign our consent form and send it to [marketing.services@mayser.com](mailto:marketing.services@mayser.com). Employees of the Mayser marketing department and other persons or parties who are involved with the implementation and processing of the prize competition are excluded from entry.

Mayser reserves the right to exclude persons from this prize competition if they infringe these rules and regulations or provide incorrect personal information. Mayser is also entitled to exclude persons from entry who use unauthorised aids or otherwise obtain advantages through manipulation. If persons who were not eligible for entry or who infringe the rules and regulations have entered the prize competition and win, Mayser has the right to exclude them in retrospect and to determine a substitute winner.

Comments that violate the Facebook guidelines and/or applicable laws will be removed without notification upon discovery. The entrant is then excluded from the prize competition.

## 4. Prizes, notification and disbursement of prizes

Winners will be notified of the winner status through Facebook with subsequent mention of the Facebook name. Winners must send their contact and address data by e-mail to [marketing.services@mayser.com](mailto:marketing.services@mayser.com) within 7 work days (from the time of notification). If winners do not confirm acceptance of the prize in the above manner within this time, their entitlement to the prize expires without replacement. In this case, Mayser is entitled to determine a substitute winner by the same procedure. There is no obligation to accept the prize.

The drawing of the prize will take place among all eligible entries after expiration of the entry period stated in the respective prize competition description or on the respective stipulated date. The drawing will be documented by video recording to guarantee a random drawing.

Each entrant can win only one prize, unless multiple prizes are expressly permitted.

The prize is not transferable and the prize cannot be exchanged for other assets or services or paid in cash. Unless otherwise stipulated, the prize cannot be transferred to another person than the entrant.

If circumstances occur that are beyond the control of Mayser, the respective winner accepts a suitable substitute prize. Such circumstances beyond the control of Mayser are in particular those that are the responsibility of the sponsors of the prizes.

At Mayser's choice the prizes will be either delivered to the winner in person or sent by mail to the specified address. The risk is transferred to the winner at the time the prize is handed over to a transport person. We are not responsible for damage resulting from delivery. Despite payment of the transport charges, the place of performance remains the location of Mayser's headquarters.

Mayser is released from all obligations upon handing over of the prize, unless an earlier point in time is stated in these rules and regulations.

#### **5. Right of modification, discontinuation of the prize competition and premature termination**

Mayser reserves the right to modify the rules and regulations as necessary.

In particular Mayser reserves the right, in case unforeseen circumstances occur, to modify, cancel or delay the prize competition and the drawing in full or in part, without prior notification. Unforeseen circumstances include in particular technical circumstances that are beyond the control and influence of Mayser, such as viruses in the computer system, programming errors in the hardware and software that is used, and unauthorised third-party intervention (manipulation).

#### **6. Data protection**

By entering our Facebook prize competition, each entrant agrees to the data protection policy contained in these rules and regulations.

Winners of the prize competition agree to the publication of their Facebook name on the Mayser Facebook fan page and/or in the public prize competition post (e.g. by means of a comment).

We collect personal data if you provide it voluntarily for participation in the prize competition or for notifying the winner. The collected data is absolutely necessary for implementing the prize competition; otherwise we cannot send your prize or notify you that you are the winner. For this purpose we need your name and address, your e-mail address and your Facebook name in accordance with section 4 of these rules and regulations for Mayser Facebook prize competitions. We use the data you provide us for processing and implementing the prize competition. After processing, your data will be restricted for further processing and/or deleted, and after expiration of the retention periods based on tax laws and commercial laws it will be deleted, unless you have expressly agreed to the further use of your data.

The personal information will not be made available to third parties, neither for commercial or non-commercial purposes, unless this is necessary for processing of the prize competition (e.g. to a prize sponsor). After termination of the prize competition the data will be deleted. Mayser assures that all personal information will be treated confidentially in accordance with the applicable German data protection law (BDSG-new) and the General Data Protection Regulation.

Revocation and therefore a withdrawal of the entry with effect for the future is possible for example by sending an e-mail to [marketing.services@mayser.com](mailto:marketing.services@mayser.com) during the entry period. The revocation should contain both the name and the specific giveaway. After revocation, the collected and stored personal information of the entrant will be deleted immediately and/or deleted from the Facebook or publication page. After the end of the prize competition revocation is possible only for the winner, since your data will automatically be deleted if you are not the winner.

Additionally, and for exercising your other existing rights, we refer to our general data privacy policy, which is available at:

<https://www.mayser.com/de/datenschutz>

### **7. Liability and indemnity**

Mayser will not be liable for damages resulting from errors, delays or interruptions in transmission, faults in the technical systems or the service, incorrect content, loss or deletion of data, viruses or any other damages in connection with the entry in the drawing.

Mayser will not be liable for the insolvency of a prize sponsor and the consequences for the implementation of the prize competition.

Mayser assumes unlimited liability for damages caused intentionally or through gross negligence by Mayser and its employees, in case of fraudulent concealment of defects, the express provision of a guarantee and for damages from injury to life, limb and health.

For other damages Mayser is liable only if a duty is infringed the fulfilment of which is necessary for proper implementation of the prize competition promotion and the observance of which the contract partner may assume as given (cardinal duty). The obligation to pay compensation for damages is limited to such damages that are to be regarded as typical for the type of contract and foreseeable. Any liability pursuant to the product liability law is not affected by this clause. Any other liability on the part of Mayser is excluded.

The entrant is obligated not to upload any photos, texts or other media that infringe third-party copyrights, rights to personal privacy or trademark rights or that infringe the law on competition or other laws. Furthermore, the entrant is obligated to respect the right to one's own image and not to upload photos of persons who have not given their express permission. The entrant bears the sole legal responsibility in this respect.

By entering the prize competition the entrant releases Mayser, involved partners/sponsors and all of their respective parent companies, branch offices, subsidiaries, managing directors, staff, employees and commercial agents of all claims, regardless of the type, that are asserted by third parties due to infringements of rights on the basis of content published by the entrant within the framework of the prize competition. This applies expressly, but is not limited, to claims based on copyright or trademark infringements, violations of the law on competition or infringements of the general right to personal privacy or the right to one's own image.

### **8. Concluding provisions**

The prize competition is governed exclusively by German law.

If single provisions of these rules and regulations should be or become invalid, this will not affect the validity of the remaining terms and conditions. They will be replaced by an appropriate stipulation that most nearly fulfils the intended purpose of the invalid provision.

Recourse to legal action for review of the drawing and implementation of the prize competition is excluded.

### **9. Contact and responsible body**

If you have any questions about our prize competitions, please contact:

#### **Mayser GmbH & Co. KG**

Department: Marketing  
Oerlinger Strasse 1-3  
89073 Ulm

or

By e-mail to: [marketing.services@mayser.com](mailto:marketing.services@mayser.com)