

## Terms and Conditions Sweepstake "EGGER Instagram summer competition 2018"

### Provider

**EGGER Holzwerkstoffe Wismar GmbH & Co. KG**

**Am Haffeld 1**

**23970 Wismar**

**Deutschland**

**T +49 3841 301-0**

**F +49 3841 301-20222**

**info-wis@egger.com**

Commercial register District Court Schwerin, HRB no. HRA1505

VAT ID number DE812510443

(hereinafter referred to as "EGGER" "provider or organizer" or "we")

### 1. General Information

We would like to thank you for your interest and your participation in our "EGGER Instagram summer competition 2018" online sweepstakes (hereinafter referred to as "sweepstakes" or "competition", "contest"), where 3 winners can each win 30 square metres of EGGER flooring from the EGGER HOME collection, including accessories as listed below.

Participation and execution of the sweepstakes that can be entered by use of the hashtag #EGGERchallenge2018 on Instagram are subject to the following provisions.

**By participating in these sweepstakes, you confirm that you have read, understood, and accepted the following terms and conditions. We therefore ask you to carefully read the entire following text prior to participating in the sweepstakes.**

### 2. Conditions of Participation

**a.** Only adult (of legal age) natural persons with residency in a EU country that allows online sweepstakes, including the United Kingdom, as well as adult natural persons with residency in Switzerland are eligible to participate. Participating countries and conditions for participation depend on the location of the participant. In order to participate, the participant must be in a country that allows contests via Instagram. The participant is individually responsible for ensuring legal participation in accordance with local regulations/laws. Please inform yourself prior to participation whether online competitions are allowed in your country. If this is not the case, please take this into account and note that participation is excluded. Also, any employees of companies involved in the sweepstakes and their relatives are excluded from participation in the sweepstakes.

**b.** User participation shall only take place online on Instagram via the hashtag #EGGERchallenge2018. The participant must have a cost-free public profile on this platform to participate. This will be relevant for determining the participant's identity. In order to participate, personal data as well as the corresponding Instagram account information must be correct. The respective guidelines and terms and conditions of Instagram shall apply here (see <https://help.instagram.com/478745558852511>).

The participants are responsible for the accuracy of their contact data. Taking part in the competition in a manner which is against the rules or entering more than once will result in the participant being excluded from the competition.

**c.** Instagram and/or Facebook has no involvement in these sweepstakes nor are the sweepstakes in any way sponsored, supported or organized by Instagram. Instagram and/or Facebook is exempt from all claims for damages relating to the execution of these sweepstakes. Any questions, comments, and complaints about the competition should not be addressed to Instagram and/or Facebook, but directly to the organizer, as this is also the recipient of the information provided by the contest participant.

**d.** Participation in these sweepstakes is free of charge. Neither chances of winning nor participation are connected to the purchase of goods or services. Users must bear their own cost for participation, Internet connection or mobile communication.

**e.** EGGER is entitled to exclude any participants from the sweepstakes without prior notification and justification if they fail to adhere to the underlying sweepstakes terms and conditions or manipulate the sweepstakes, including but not limited to the participation process, and/or if they wilfully violate the terms of use, in particular by entering multiple times. If the conditions for an exclusion are given, the winning prize can be subsequently revoked and/or already paid out or delivered prizes can be reclaimed.

**f.** The participant agrees that in case of winning, his/her contribution and Instagram user name may be published and mentioned on EGGER's websites and social media channels. In addition, in case of winning, the participants agree to provide images or videos of the installed floor on location, and allow EGGER to use these at their free disposal, or to allow EGGER to create images/videos of the floor and publish them on their social media channels and/or websites (see item 4. of the Terms and Conditions).

## **2. Winning prize**

By participating in the sweepstakes, the participant has the chance to win 30 square metres of EGGER flooring of their own individual choice from the EGGER HOME Collection, including accessories as outlined below.

### **The winning prize includes:**

- 1) 30 square metres of the selected floor from the EGGER HOME Collection
- 2) Accessories: Skirting boards of choice in the amount needed for the renovation area; underlays, and flooring profiles in the amount needed;
- 3) Transport costs to the home of the winner. EGGER shall organise the transport in consultation with the winner and covers all transport costs.

### **Prize does not include:**

- 1) Further costs or personal expenses, or any accessory charges (apart from postage) that may be linked to the assembly or the installation of the flooring

There shall be no entitlement to additional services not included in the prize specifications. Cash disbursement or an exchange for other items is not possible. Any extension of the validity shall be excluded. Transferring the prize to someone else is not possible. In the unlikely event that the prize is unavailable, EGGER shall reserve the right to, at their sole discretion, replace it with a prize of identical or higher value.

## **3. Conditions of Participation and execution of the sweepstakes**

**a.** The sweepstakes begins on July 6<sup>th</sup>, 2018 at 12:00 p.m CET, and ends on July 8<sup>th</sup>, 2018 at 11:59 p.m. CET. Participation in the contest takes place online via the hashtag #EGGERchallenge2018 on Instagram only. Decisive for the time of participation is the logged time of the respective posting. EGGER is not responsible for delays in data transmission.

**b.** In order to enter the sweepstakes, the participant must solely use their mobile device (smart phone, tablet etc.) to take a screenshot of the EGGER Instagram page at the exact moment the football hits the red spot and turns green. The screenshot must show the entire sweepstakes posting and include the EGGER logo in the upper left corner, so as to ensure that the screenshot was taken from the official EGGER Instagram page. After taking the screenshot, the participant must post their contribution on their own public Instagram

wall using the hashtag #EGGERchallenge2018. Among all contributions with a screenshot showing the green ball that are posted using the Instagram hashtag #EGGERchallenge2018 within the outlined duration of the sweepstakes, three (3) winners will be determined through a closed, independent lottery within 24 hours after the end of the sweepstakes. In case less than three (3) participants manage to take a screenshot of the ball the moment it turns green, the remaining winners will be drawn through a closed, independent lottery within 24 hours after the end of the sweepstakes from all screenshot contributions that show the ball and have been posted within the duration of the sweepstakes using the hashtag #EGGERchallenge2018.

**c.** The winner will be notified via an administrator's comment under the participant's corresponding post in Instagram on July 9<sup>th</sup>, 2018. The winner will be asked to send his contact details (name, postal / delivery address, email, telephone) via a private Instagram message to the EGGER Instagram account.

**d.** After being informed of winning the prize, the winner shall confirm receipt of notification, and the acceptance of the prize within **72 hours** through the communication channels outlined in the winning notification message. Otherwise, another winner shall be drawn. EGGER cannot be held responsible for the Instagram login not functioning properly and thus preventing the winner accepting the prize. This shall be the winner's own responsibility and the winner is not entitled to receive a confirmation of winning after the deadline has elapsed. In the event of undeliverable prize notification, EGGER is not obliged to make any further inquiries; a claim to the prize does not exist in this case either.

**e.** Otherwise, the winning handover shall be handled individually with the winner. All detailed agreements regarding the prize and further communication shall take place by Instagram private message, telephone and/or e-mail. The contact to the winner will only be used to communicate and exchange contact and address details and not for promotional matters. EGGER is entitled to transmit the winner's data to the cooperation partner in order to enable the transfer of the prize.

**f.** EGGER does not assume any responsibility for submitting the prize to the respective winner. EGGER is not required to conduct further investigations in case of undeliverable prizes. The entitlement to the participant's winning prize shall become void in this case. The entitlement to the participant's winning prize shall also become void if the prize cannot be properly delivered due to incorrect data provided. If a prize is not available to the winner (e.g. because the prize is cancelled due to the conditions of participation or the winner does not accept the prize), EGGER is free to decide what will be done with the prize (e.g. if the prize will be awarded to another participant under these terms and conditions or not be awarded and be used, for example, for another contest). In addition, and to the extent permitted by law, EGGER shall not assume any guarantee for availability of the prizes. Any recourse to courts of law is excluded.

#### **4. Copyright and right to privacy, transfer of rights**

By participating, the participant confirms that he is fully entitled to the rights to the post published or that he is allowed to post for the contest. The participant confirms that he has been granted all rights to participate in this competition. If, contrary to the above confirmations of the participant, rights of third parties are violated by the publication on Instagram, the participant releases EGGER of any costs, in particular compensation payments to the injured party.

**By participating, the participants consent that EGGER shall be entitled to make the posting sent in by the participants as well as their Instagram username publicly available on EGGER websites and social media channels. Furthermore, the participants hereby agree, in the event of winning, to provide images/videos of the laid floor on location, or that photos and/or video recordings of the floor may be created by EGGER.** For this purpose, it is agreed that all photographs/videos provided by the winners may be reproduced, distributed, circulated, published or used in any way, in unmodified or modified form, by EGGER or third parties, without any restriction affecting their use, in terms of content, space and time, for all applicable uses and on all media and storage techniques while, respecting the winners' right to privacy. It is agreed that this release takes place without any compensation. The photos will particularly be published on EGGER social media channels and/or websites. Winners and/or participants undertake to conclude an additional, written agreement on the transfer of rights to the images at the request of EGGER.

## 5. Data protection and security

This Privacy Policy applies to the processing of personal data in the course of the conduct of this sweepstakes. In addition, we refer to the [general privacy policy](https://www.egger.com/shop/de_AT/egger-group/protection-of-data-privacy) of EGGER found at [https://www.egger.com/shop/de\\_AT/egger-group/protection-of-data-privacy](https://www.egger.com/shop/de_AT/egger-group/protection-of-data-privacy). Personal data is any data personally available to you, e.g. name, address, email addresses. The personal data provided by the participants in the competition will be collected, stored and used by EGGER solely for the purpose of carrying out and processing the competition. A further use does not take place. After completion of the competition, the data of the participant will be deleted. By participating, the user expressly agrees that the organizer collects, uses and stores the personal data required for the purpose of carrying out and processing the competition within the framework of the data protection regulations.

### Information obligations according to Article 13 GDPR

#### a. Responsible and Data Protection controller

Responsible in the sense of the valid data protection laws is FRITZ EGGER GmbH & Co. OG, registered office: Weiberndorf 20, A-6380, St. Johann in Tirol, Email: [privacy@EGGER.com](mailto:privacy@EGGER.com).

#### b. Scope and purpose of the data processing

When participating to the contest, we will initially process the following data:

- Public Instagram profile information including username of participants
- Submitted Instagram post (text & image) of the participants.

In the event of a win, we will also ask the winner for the following data:

- Full name
- Address/delivery address
- Email address or telephone number
- Date of birth (year and month to verify the legal age)
- Participant-generated images and/or videos of the installed flooring on location, or images/videos created by a photographer/videographer commissioned by EGGER

The personal data provided by the participants in the context the competition will be collected, stored and used by EGGER solely for the purpose of carrying out and processing the competition. A further use does not take place. If you do not provide us with the aforementioned data, it is not possible to participate in the competition, or to receive a prize notification.

#### c. Legal basis of processing

The data processing takes place exclusively for the settlement of the contest in particular the determination of the winner and winner's notification as well as winning prize transmission. The legal basis for the processing of personal data to fulfil this obligation is therefore Art. 6 (1) lit. b) the EU General Data Protection Regulation (GDPR).

**d. Recipients or categories of recipients of personal data:** Your data will not be disclosed to third parties, unless the disclosure is necessary for the performance of the competition or the transmission of the winning prize and you have consented to the transfer of your data under the applicable data privacy law. If necessary, personal data will be shared with the companies involved in the contest. These are e.g. partners in the processing of sweepstakes or profit transfer. In addition, EGGER uses other service providers for the processing of personal data, including the sending of e-mails, the storage of your data in a secure data centre and the maintenance and analysis of databases. All processors have been carefully selected, support EGGER in a strictly directional manner, and only have access to your data to the extent and for the period required for the provision of the services or to the extent to which you have consented to the processing and use of the data.

#### e. Storage duration of your data

After the end of the competition, your data processed during the contest will generally be deleted within 90 days. The use and storage of your data may be objected to by email at any time. In this case, all data of the participant are deleted, and the participation in the competition is ended.

#### f. Notes on using the Instagram services

In addition to these terms and conditions, the relationship between the organizer, the participant, and Instagram is governed by the terms and conditions of Instagram available at [help.instagram.com/478745558852511](https://help.instagram.com/478745558852511), and Instagram's privacy policy available at [help.instagram.com/155833707900388](https://help.instagram.com/155833707900388). It is noted at this point that via Instagram as a US provider, your data can be processed outside the territory of the European Union. To the extent that US providers are certified under the Privacy Shield, they undertake to comply with EU privacy standards. Instagram is certified under the Privacy Shield Agreement, providing a guarantee to comply with European privacy legislation. (<https://www.privacyshield.gov/welcome>)

In addition, Instagram usually processes your data for marketing research and advertising purposes. For the purpose and scope of the data collection and the further processing and use of the data by Instagram, as well as your rights and options to protect privacy as a user (opt-out options), please refer directly to the privacy policy of Instagram: [https://help.instagram.com/155833707900388/?=helpref hc\\_fnav & bc \[0\] = Instagram Support bc \[1\] = Protected% 20and% 20Sicherheitsbereich](https://help.instagram.com/155833707900388/?=helpref%20hc_fnav%20bc%20%5B0%5D%20Instagram%20Support%20bc%20%5B1%5D%20Protected%20and%20Sicherheitsbereich)

For information on any significant privacy settings for Instagram accounts, visit: <https://www.instagram.com/settings?tab=ads>.

Also in the case of requests for information and the assertion of user rights, it should be noted that these can most effectively be claimed from Instagram (Instagram Inc., 1601 Willow Road, Menlo Park, CA, 94025, USA). Only Instagram has access to users' data and can directly take appropriate action and provide information. If you still need help, you can contact us.

#### **g. Your rights as person affected,**

Insofar as EGGER processes your personal data, you, as the person concerned, are entitled as described in details in our [general privacy policy](#) to the following rights under the data protection requirements:

- Right to information (Article 15 of the GDPR), correction (Article 16 of the GDPR), data deletion (Article 17 GDPR), limitation of processing (Article 18 of the GDPR) and data portability (Article 20 DS) GMO);
- according to Art. 7 para. DS-GVO, to revoke a consent once granted to us at any time. As a result, we are not allowed to continue the data processing based on this consent for the future;
- Complain to a supervisory authority in accordance with Art.77 DS-GVO. As a rule, you can contact the supervisory authority of your usual place of residence or work or our company headquarters.
- right to object. If your personal data are processed on the basis of the public interest on the basis of Art. 6 (1) e) of the DS-GVO and / or legitimate interests in accordance with Art. 6 (1) (1) (f) DS-GVO, you have the right to object to the processing of your personal data in accordance with Art. 21 DS-GVO, provided there are reasons for this arising from your particular situation.

**If you would like to exercise your right to object, just send an email to [privacy@egger.com](mailto:privacy@egger.com)**

#### **6. Accountability for the placement of contents and indemnity**

**a.** All content uploaded by third parties to which the participant has access through the sweepstakes, are in the sole responsibility of the persons placing these contents into the network or transmitting them via the network, and are not the responsibility of EGGER. EGGER does not adopt the content of links leading to the contents of third-party operated websites and is therefore not responsible for their content. The terms of use of the third-party providers shall apply. Participants commit to refraining from imitating and duplicating, selling, distributing and making available the content and services to third parties.

**b.** EGGER cannot be held responsible in any way for losses or damage occurring in connection with the sweepstakes or a transmission error or other, in particular, technical issues (network overload) or loss of data.

**c.** By entering the sweepstakes, the participant shall indemnify EGGER against all claims, including claims for damages, which are asserted by other users or third parties against EGGER as a consequence of an infringement of their rights based on the contents posted by the participant. Any further rights, including claims for damages of EGGER, shall remain unaffected.

## **7. Liability**

**a.** Claims for damages against EGGER shall be excluded, unless in the event of intent or gross negligence. EGGER and their respective legal representatives and vicarious agents shall only be liable for damage to the participant, if such damage has been caused wilfully or by gross negligence by EGGER, their legal representatives or vicarious agents. Said limitation of liability shall not apply to damages to life, body or health of a participant.

**b.** EGGER cannot guarantee the continuous availability of the offer. The offer may further be discontinued at any time by EGGER. Any liability of EGGER for the resulting disadvantages or damage due to missing availability or discontinuance of the offer shall be excluded.

## **8. Confirmation of the participation and the sweepstakes terms and conditions**

By participating, the user expressly agrees that the organizer will use and store the personal data required for the performance of the competition within the framework of the data protection regulations until the end of the contest. By participation on this sweepstakes the participant accepts the underlying sweepstakes terms and conditions and the provisions on data protection and security.

## **9. Governing law, miscellaneous**

**a.** EGGER may change these sweepstakes terms and conditions at any time upon prior notice. This applies, in particular, if proper execution of the sweepstakes cannot be guaranteed. EGGER shall further reserve the right at any time to terminate or suspend the sweepstakes for material reasons without prior notice. This shall apply in particular to such reasons which would interfere with executing the sweepstakes as planned or make it impossible or if proper implementation cannot be warranted. Where such termination is caused by the conduct of a participant, EGGER shall be entitled to demand compensation for the damage incurred by this person. Any liability on the part of EGGER for the resulting disadvantages or damage due to lack of availability or discontinuance of the offer shall be excluded

**b.** Legal recourse is excluded.

**c.** The underlying conditions of participation between EGGER and the participant shall be subject to German law only.

**d.** Should any of the provisions of the conditions of participation be or become invalid, the remaining provisions shall remain unaffected thereof.