

Participating and implementing the competition, as well as raffling of any prize, are orientated to the following provisions.

#### **Article 1 Competition-(PASSION advent calendar 2021)**

The firm of Blaser Group GmbH, of Ziegelstadel 1, 88316 Isny im Allgäu (referred to as the “organizer” hereinafter) will implement the competition (PASSION advent calendar 2021) with raffling of various merchandising articles (prize pool). One prize of the prize pool will be presented and raffled at one day between December 1, 2021 and December 24, 2021. The PASSION Advent calendar 2021 is referred to as the “competition” hereinafter. The organizer is the sole offerer of the prizes for the purposes of Article 657 of the German Civil Code.

#### **Article 2 Participation**

- (1) The persons who are entitled to participate in the competition are solely those natural persons who are at least 18 years old and reside in one of the following countries: Andorra, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Great Britain, Hungary, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Malta, Mauritius, New Zealand, Netherlands, Norway, Poland, Portugal, Rumania, Sweden, Switzerland, Serbia, Slovenia, Spain and USA (participating countries).  
No prizes will be distributed to participants who are under 18 years of age.
- (2) The participation in this competition and the raffle is free of charge; it is not restricted to the organizer’s customers and it does not depend upon buying any goods or services or a subscription to the organizer’s newsletter.
- (3) The participation in the competition takes place solely via the organizer’s e-mail newsletter. The participant completes the participatory form that is provided for the participation and sends it back accordingly via the function on the participatory form that is provided for this purpose. Only the participant’s form the participatory conditions have been accepted and all of the information has been given completely and correctly, can be considered for ascertaining the winner. Only the participatory form on which the participatory conditions have been accepted—and all of the information has been given completely and correctly, can be considered for awarding a prize. The participant is solely responsible for the correctness of the information that he has given (especially his e-mail address).
- (4) The participant’s personal information must correspond to the truth, otherwise he will be excluded from the competition according to Article 3, Paragraph 2 (d) of these participatory conditions. The participant will be informed about his prize solely by e-mail. We wish to point out expressly that no further confirmation of the winner is needed by means of a telephone call from the premium service (0900) -, mass-calling services (0137) -, shared-cost services (0180) - or similar chargeable telephone numbers. Such requests do not come from the organizer. Therefore, if the participant should receive a request via whatever type of communicatory means for him to call back in order to confirm the prize nevertheless, then we consequently recommend urgently that he ignores this request because it serves fraudulent purposes according to our knowledge.

(5) Every participant only takes part in the competition by means of a single transmitted registration. It is strictly prohibited to utilize several e-mail addresses or several Facebook profiles for increasing the chances of winning ("multiple registration"). A multiple registration will lead to exclusion from the competition as well as from raffling a prize according to Article 3, Paragraph 4 of these participatory conditions.

### **Article 3 Exclusion from the competition**

(1) The organizer's employees and all further persons who participate in the design and implementation of the competition as well as raffling the individual prize are excluded from participating in the competition and raffling the individual prize.

(2) Furthermore, the operator reserves the right at his own discretion to exclude participants from the competition and from raffling the individual prize if there are justified reasons, especially in cases of:

(a) manipulation in connection with access, or implementing the competition and raffling the individual prize;

(b) infringements of these participatory conditions, particularly in the case of giving false information with reference to the possibility of participating in raffling the individual prize (Article 2 (2));

(c) dishonest acts;

(d) false or misleading information about the person of the participant that is given in connection with participating in the competition and raffling the individual prize;

(3) The organizer reserves the right to exclude the participant from the competition and raffling the individual prize, insofar as it appears necessary to do so for reasons of fairness and equal opportunity vis-à-vis the other participants;

(4) The organizer reserves the right to exclude the participant from the competition in the case of any multiple registration.

### **Article 4 Implementation and handling**

(1) The competition and raffling the individual prize, will be decided by the drawing of lots under surveillance of the organizer. One prize from the prize pool will be raffled at every raffling day.

(2) Every participant can only win once during the competition.

(3) It is only possible to take part in the competition within the participatory period-(starting December 1<sup>st</sup> 2021 from midnight (CET) until 11:59 (CET) p.m. of December 24<sup>th</sup> 2021) for the day of registration and any following day until 24<sup>th</sup> December 2021. Registrations that have been sent and received after the participatory deadline will not be considered for the competition or raffling the prize. Winners of the prizes raffled after 17<sup>th</sup> of December 2021 will be announced and informed at 3<sup>rd</sup> January 2022.

(4) The organizer will usually inform the winner of the prizes solely by e-mail within 2 working days after the daily prize has been drawn on working days. The prize for 24.12.2021 will be drawn at 3<sup>rd</sup> January 2022 and the winner will be informed by E-Mail. The claim to a prize arises solely when the notification of the prize has been received. The participant is responsible for the correctness of the e-mail address that he has given.

(5) The winner of the prizes raffled on the weekend, will be announced the following working day.

(6) The claim to the prize or the individual prize will lapse if the prize or the individual prize cannot be forwarded within 4 (four) weeks after giving the first notification about the daily prize or the individual prize for reasons that relate to the winner's person.

(7) The article that is presented in the organizer's e-mail newsletter within the framework of the competition and raffling the individual prize is not necessarily identical to the won article. On the contrary, divergences can arise regarding the colour, model, etc. The organizer can choose an article that is equivalent to the article which is presented as the prize or individual prize.

(8) The organizer will deliver the prize directly to the winner. The delivery will usually be made within 4 weeks after notification of the prize. However, this period is not binding and the organizer can prolong it at any time. The winner is prohibited from collecting the prize himself. The winner is prohibited from collecting the prize himself.

(9) The deliveries according to the aforementioned Paragraphs 9 and 10 will be made free of charge within the Federal Republic of Germany. The winner must bear the costs of transport and clearance through customs if he

resides abroad. The place of performance (*domicilium disputandi*) remains the organizer's registered head office, despite the winner accepting the dispatch costs.

(10) No prize will be paid out in cash. This rule also applies whenever the presented model of the prize too cannot be delivered any more (change of model, seasonal goods, etc.). The winner will then receive an equivalent compensation or a credit note from the organizer which has the same value as the original prize. A credit note must be redeemed once only. Credit notes are not paid out in cash either.

(11) The claims to any prize, or to any compensation, cannot be assigned.

(12) The winner is responsible for paying any applicable tax on the prize or the prize himself.

#### **Article 5 Warranty and liability; complaints**

(1) The winner must complain to the organizer about apparent defects in the prize within 10 days after receiving the prize. The time limit will be complied with if the complaint is sent promptly beforehand. No warranty claims for apparent defects will exist any longer if this time limit is neglected.

(2) The organizer is not liable for the damages that can arise because of mistakes, delay or interruption of the notification, nor because of malfunctions of the technical systems or of the service, nor because of inaccurate contents, lost or deletion of data, viruses or in another way, which occur during participation in the competition and raffling the individual prize, unless such damages are brought about deliberately or grossly negligently by the organizer (or by the respective agencies, employees or sub-contractors), or if they infringe cardinal duties. Their liability for damages that are caused because of injuring the life, limb or health remains unaffected.

(3) Complaints that refer to implementing the competition must be made in writing to the organizer within 14 days after the reason becomes known. Complaints that are made by telephone or delayed complaints will not be considered.

#### **Article 6 Premature termination of the competition**

The organizer expressly reserves the right to terminate the competition without making a prior announcement and without notifying the reasons. The organizer can make use of this possibility especially whenever he cannot ensure that the competition and raffling of the individual prize can be implemented properly because of technical or legal reasons. The organizer reserves the right to demand compensatory damages from a participant insofar as this participant's conduct has caused the termination.

#### **Article 7 Protection of data**

(1) It is essential to register by giving appropriate information about personal data, especially the forename and surname or maiden name and the e-mail address, in order to be able to take part in the competition and raffling the individual prize.

(2) The organizer will collect, process, use and store the data which the participant gives during registration solely for the purposes of implementing and handling the competition during the period of the competition and raffling the individual prize; they will also forward this data for the aforementioned purpose to any transport company that might be commissioned by them.

(3) In the case of winning a prize, the winner declared his agreement to publishing his name and place of residence in the advertising media that the organizer uses. This consent also includes announcing the winner on the operator's web site and on his social media platforms.

(4) The organizer will comply with the legal regulations when processing and using all of the participant's personal data.

#### **Article 8 Revocation**

The participant can revoke his participation in the competition at any time. The revocation must be sent to the organizer's contact data that is given in the publishing area of the web site at [www.passion-magazin.de](http://www.passion-magazin.de). The participant's data that has been collected and stored will be deleted immediately after he has revoked his participation in the competition. The participant thereby withdraws from taking part in the competition and raffling the individual prize.

**Article 9 Disclaimer concerning Facebook**

This promotional campaign is not connected with Facebook and it is not being sponsored, supported or organized by Facebook in any way. Therefore, no legal claims against Facebook exist at all. A participation that materializes via Facebook takes place solely subject to these participatory conditions.

**Article 10 Disclaimer concerning Instagram**

This promotional campaign is not connected with Instagram and it is not being sponsored, supported or organized by Instagram in any way. Therefore, no legal claims against Instagram exist at all. A participation that materializes via Instagram takes place solely subject to these participatory conditions.

**Article 11 Miscellaneous**

(1) Questions that are asked or complaints that are made in connection with the competition must be directed to the organizer. The means of contacting the organizer are given in the publishing area of the web site at [www.passion-magazin.de](http://www.passion-magazin.de)

(2) Legal recourse is excluded.

(3) Solely the law of the Federal Republic of Germany applies.

(4) If a provision of these participatory conditions is entirely or partly inoperative or becomes so, then the validity of these participatory conditions will not be affected otherwise because of that. The legally permissible regulation that approximates as closely as possible economically to the sense and purpose which the inoperative provision expresses will apply as replacing the inoperative provision. The same rule applies to the case that there is a regulatory loophole in these participatory conditions.

(5) The organizer is allowed to alter the participatory conditions and the implementing conditions at any time without making a prior announcement or giving information about the reasons. The written form is required in order for any supplements and collateral agreements to become operative regarding the conditions for handling the competition.

(6) The handover of the prize for 24.12.2021 is scheduled individually.