

# CONDITIONS OF PARTICIPATION ‘Advent Calendar’ promotion



By participating in this promotion, you (**you**) agree to be bound by these Conditions of Participation (the **Conditions**) and declare that you meet all of the requirements set out below. This promotion is subject to these terms and conditions and all applicable laws and regulations.

## 1. THE ORGANISER

- 1.1 This promotion is being operated by Projekt Spielberg GmbH & Co KG (the **Organiser**) with a registered office at Red Bull Ring Strasse 1, A-8724 Spielberg, Austria.
- 1.2 Should this promotion be operated via one or more third-party platforms, there will exist neither a connection between the promotion and the platform or third-party platforms, nor will the promotion be organised, supported or managed by the platform or third-party platforms, and it will have no connection to them. Your use of the third party platform(s) is subject to the general terms and conditions of that third party's website. The organiser will not provide any liability if you do not comply with the general terms and conditions of the third party platform/s.

## 2. THE PROMOTION (the Promotion)

- 2.1 The title of the promotion is ‘Advent Calendar’.
- 2.2 This promotion runs from 1 December to 24 December 2020 with competitions open on each Sunday of Advent (6 December, 13 December and 20 December 2020). The winner will be drawn each time on the following Monday (7 December, 14 December and 21 December 2020).
- 2.3 In order to take part in the competition, the solution to the question asked must be posted under the respective post on each Advent Sunday. Participants will not win prizes themselves, but can enter on behalf of someone else. To do this, they must post a link with the name of the person they intend to win the prize with the solution. Comments must be published by 23:59 CET each Sunday to qualify. Entries after the deadline will be automatically disqualified.

## 3. REQUIREMENTS FOR PARTICIPATION

- 3.1 In order to take part in the promotion, you must declare and guarantee that you meet the following criteria:
  - You confirm that you are a natural person and that you are 16 years of age or older at the time of your participation. People under the age of 16 may only take part in this promotion and provide their personal information with the consent of a parent or legal guardian (such as contact details, responses to the promotion and photos).
  - Winners must also be a natural person aged 16 years or older at the time of participation. Persons under the age of 16 may only accept prizes with the consent of a parent or legal guardian.

- This promotion is open worldwide. Please note though that the organiser is not liable if the participant is excluded from participating in the promotion due to international, national or regional laws.
  - Directors, executives and employees of the organiser or its parent company, and immediate family members and persons living in the same household of this group of people (whether related within the meaning of the law or not) are not entitled to take part in this promotion or to receive prizes. The organiser must check that these requirements have been met by reviewing its database at the time of selection of winners.
- 3.2** The organiser will not accept submissions if they: (a) have been generated automatically by computers; (b) are incomplete. The organiser reserves the right to check the submitted data at its own discretion and - if necessary - to request proof of the consent of a parent or legal guardian, as well as proof of age, identity and/or other information.

## **4. RULES OF PARTICIPATION, SELECTION PROCESS AND PRIZES**

- 4.1** To take part in the campaign, give the answer to the question in the comments below the respective post on a Sunday (6 December, 13 December and 20 December 2020) on Facebook or Instagram and tag a person who you want to give the prize to as a present.
- 4.2** Available to win on Sunday 6 December 2020 are: one pair of weekend tickets for the ADAC GT Masters 2021 at the Red Bull Ring (11-13 June 2021, subject to change), on Sunday 13 December 2020: one pair of general admission weekend tickets for the “Formula 1 myWorld Großer Preis von Österreich 2021” (3-5 July 2021, subject to change) and on Sunday 20 December 2020: one pair of general admission weekend tickets for the “Motorrad Grand Prix on Österreich 2021” (13-15 August 2021, subject to change). If the tickets cannot be redeemed due to Covid-19 regulations, they will be carried over to the following year, 2022. Travel, accommodation and catering costs are not covered by the organiser.
- 4.3** The winner will be selected at random by the organiser.
- 4.4** If you have any further questions regarding the selection process, please send an email to: [office@projekt-spielberg.com](mailto:office@projekt-spielberg.com).

## **5. NOTIFICATION AND CLAIMING PRIZES**

- 5.1** The organiser will contact the winner(s) on Facebook on the day after each competition (7 December, 14 December and 21 December 2020). Upon notification, the prizewinner will receive details about claiming the prize. If a prizewinner cannot be contacted or cannot be reached by 23 December 2020, the organiser reserves the right to select another winner.
- 5.2** Please note that no travel or other costs (accommodation costs) will be reimbursed for participating in the promotion. Prizes cannot be exchanged for cash and prizes to which the prizewinners(s) is/are entitled are non-refundable.

## **6. RIGHT FOR ORGANISER TO CHANGE CONDITIONS AND DISQUALIFY**

- 6.1** As far as is legally permissible, without affecting your statutory rights, the organiser reserves the right to change, end, add to or expand the promotion – if, in its opinion, the promotion is endangered by an event over which it has no influence. The organiser assumes no liability for losses or damage that you or third parties may incur (whether direct or indirect). Any changes apply from the date on which they are announced on our website. You should therefore check our website regularly for changes.
- 6.2** If a prizewinner is disqualified, the prize will be forfeited and a new prizewinner will be determined according to the selection process.

## 7. GRANTING OF RIGHTS

- 7.1** If permitted by law, prizewinners may be asked to participate in promotional activities. In this regard, the organiser reserves the right to use the names and addresses, photographs as well as audio and video recordings of prizewinners for advertising materials within the scope of the consent given by the prizewinners for this. The organiser will, whenever required, obtain the consent of the prizewinner(s).

## 8. STORAGE OF INFORMATION AND DATA PROTECTION

Information on the organiser's entitlements to collect, process and save your personal data for promotion and other purposes can be found in our privacy policy on our homepage [www.projekt-spielberg.com](http://www.projekt-spielberg.com).

## 9. LIABILITY AND WARRANTY

- 9.1** To the fullest extent permitted by law, the organiser, its employees, representatives or distributors will in no event be responsible or liable to compensate a prizewinner or accept any liability for loss, damage, personal injury or death as a result of participating in the promotion or for claiming the prize. Any limitation of liability is excluded in the case of fraud, criminal intent or gross negligence. Your statutory rights remain unaffected.
- 9.2** The organiser, the DM Group and the Red Bull Group does not accept or assume any liability towards you for the following cases: loss of income, loss of profit, loss of company value, loss of data, loss of professional or business opportunities (either direct or indirect) as well as all indirect or consequential damage suffered by you in connection with your participation in the promotion, unless such a loss arises from non-compliance with the contractual and legal obligations of the organiser or the DM Group or Red Bull Group, whereby Projekt Spielberg limits its liability for the above situations to the extent permitted by law.
- 9.3** The organiser, the DM Group and the Red Bull Group are not liable for: late, lost, damaged, misdirected, incomplete, illegible or incomprehensible entries; telephone, electronics, hardware or software, network, internet or computer malfunctions, failures, delays or problems; transmission errors; attempted delivery of notifications of prizes that are not received; losses from participants in the promotion or from people who tried to participate - regardless of whether the participation is lost, not submitted, incorrectly processed or does not win.
- 9.4** There is no legal right to participate in this promotion. The organiser is not responsible if you cannot take part in the promotion, regardless of the reasons for that.

- 9.5** The organiser is not liable in the event of injury suffered during the execution of actions related to this promotion. You declare that you are not suffering from any illness or are affected by any circumstances that would make your participation in the promotion unsafe or pose a risk to others. You also declare that you are not prohibited from participating in the promotion for other reasons.
- 9.6** In no case are the organiser, the DM Group or the Red Bull Group responsible or liable for any failure or delay in fulfilling their obligations under these terms and conditions if the reasons for this are due to circumstances or influences beyond their reasonable control - such as strikes, work stoppages, accidents and the interruption, loss or malfunction of utilities, communication or computer services (software or hardware) if these circumstances constitute force majeure within the meaning of relevant local law.
- 9.7** To the fullest extent permitted by law, no other terms, guarantees or other terms apply to the promotion and all free products will be provided 'as they are' without any warranty, express or implied (including, but not limited to, any implied warranty of satisfactory quality or suitability for a particular purpose).
- 9.8** The organiser excludes any responsibility or liability in the event that participation/prizegiving requires the consent of a parent or legal guardian. This is your responsibility alone.

## **10. GENERAL**

- 10.1** Should any provision of these terms and conditions prove to be invalid, unlawful or unenforceable, this in no way affects the validity, legality and enforceability of the remaining provisions.
- 10.2** These conditions are subject to Austrian law and all parties are subject to the non-exclusive jurisdiction of the legally responsible court for Projekt Spielberg GmbH & Co KG.
- 10.3** The latest version of these terms and conditions will always be published on the website of the organiser.
- 10.4** For general questions arising from these terms and conditions or in connection with the promotion, please contact: [office@projekt-spielberg.com](mailto:office@projekt-spielberg.com).

Created: 23 November 2020