

Conditions of Participation for the Early Bird Draw ("**Conditions of Participation**")

Participation in the draw and its implementation is governed by the following conditions of participation. Within the scope of the following conditions, all participants have the opportunity to be drawn as a winner in the Early Bird Draw ("**Draw**") and to receive the prize defined in the Conditions of Participation:

1. Organizer

The responsible organizer of the is Roadsurfer GmbH, Winzererstraße 47d, 80797 Munich (hereinafter referred to as "**Organizer**").

2. Eligibility

2.1 Participation in the draw is free of charge. Participation take place automatically with

- (a) Conclusion of a rental contract for a campervan ("**Conclusion of Contract**") with the organizer and / or RS USA, Inc.
- (b) for which a pick-up day of the campervan is agreed in the calendar year 2023.

Only contract conclusions that meet the requirements of this Section 2.1 ("**Eligible Contract Conclusions**") shall be subject to the drawing and drawing pursuant to Section 6.

2.2 Participation in accordance with the aforementioned section 2.1 is exclusively for contracts concluded in the "rent" product division of the organizer and / or RS USA, Inc. Any contracts concluded in the "Abo" (long-term vehicle rental) and "Sales" (vehicle sales) product lines are not subject to the draw.

2.3 If a participant has limited legal capacity, the prior consent of his or her legal representative is required for participation.

3. Exclusion from the draw

3.1 Employees of the organizer and affiliated companies, as well as their relatives, are excluded from participation. Also excluded from the competition are employees and relatives of the companies involved in the implementation of this competition.

3.2 Persons who use unauthorized aids or otherwise obtain advantages through manipulation in connection with access to or implementation of the competition are also excluded. In such cases, winnings may also be subsequently disallowed and reclaimed.

3.3 In addition, the organizer reserves the right to exclude persons from participation at its own discretion if there are justified reasons for doing so. In addition to attempts at manipulation, these are for example

- untruthful personal data or
- a violation of the conditions of participation as well as false or misleading information in connection with participation in the prize game or

4. Implementation of the draw

- 4.1 All eligible contracts concluded by **January 31, 2023 at 11:59 p.m.** Central European Time ("**Draw Period**") pursuant to Section 2.1 shall be included in a draw in accordance with these Terms and Conditions of Participation and the contracting parties of the eligible contracts shall be considered as winners. Contracts concluded after the end of the draw period shall be excluded from participation. Within the draw period, all persons with eligible contract conclusions pursuant to section 2.1 shall automatically participate in the draw free of charge and shall be eligible for the prize defined in section 5 of these Terms and Conditions of Participation.
- 4.2 In order to participate in the draw, the eligible contract must be legally binding and must be in existence without termination at the time of the draw in accordance with section 6.

5. Winnings

- 5.1 5 (in words "**five**") winners ("**Winners**") will emerge from the draw.
- 5.2 The winnings are in each case ("**winnings**"): Waiver of the basic rental price of the rental contract resulting from the authorized conclusion of the contract in the amount agreed at the time of the drawing ("**basic rental price**"). If the winner has already made a payment or partial payment of the Basic Rental Price at the time of the drawing, the payment made will be refunded and, if there are still claims from the Basic Rental Price, the outstanding claim of the organizer and/or RS USA Inc. on the Basic Rental Price will be waived.

In addition to the waiver and / or reimbursement of the basic rental price of the rental agreement, the other contractual provisions of the rental agreement resulting from the justified conclusion of the contract remain unaffected, in particular the obligation to pay the respective agreed deductible for the case of damage remains unaffected.

- 5.3 The prize will be processed by notification by e-mail and, in accordance with Clause 5.2, any refund will be made to the payment method used by the winner when the contract was concluded. The transfer of the winning is not possible.

6. Determination of the winners ("**drawing**")

The determination of the winners pursuant to Clause 5.1 within the framework of a random draw by the Organizer among all eligible participants and the notification to the winners shall take place **within two weeks** after the end of the draw period ("**Draw Date**").

7. Liability

- 7.1 The liability of the organizer is governed by the statutory provisions.
- 7.2 Excluded from the liability of the organizer are claims for damages by the participant arising from injury to life, limb or health or from the breach of contractual obligations, the fulfillment of which is essential for the proper implementation of the competition and on the observance of which the participant may regularly rely; as well as liability for other damages based on an intentional or grossly negligent breach of duty by the organizer, its legal representatives or agents.
- 7.3 If contractual obligations, the fulfillment of which is essential for the proper execution of the draw and on the observance of which the participant may regularly rely, are breached through simple negligence, the organizer shall only be liable for the damages caused to the extent of the foreseeable damage typical for the contract.
- 7.4 The restrictions of clauses 7.2 and 7.3 also apply in favor of the legal representatives and vicarious agents of the organizer if claims are asserted directly against them.
- 7.5 Compensation for damages in the event of late or non-delivery is excluded, insofar as there is neither intent nor gross negligence on the part of the organizer. In the event of liability, the organizer is liable in this case only to the contract-typical, foreseeable damage.

7.6 The provisions of the Product Liability Act shall remain unaffected.

8. Privacy

8.1 The data protection regulations of the organizer apply:

https://roadsurfer.com/wp-content/uploads/PrivacyPolicy_2022-07-01_GER.pdf

8.2 The organizer processes the personal data from the participation for the execution of the lottery due to contract fulfillment in accordance with these conditions of participation for the draw.

8.3 The participant is entitled to object to participation in the draw by sending an e-mail to legal@roadsurfer.com, accordingly no processing will take place for the purpose of carrying out the draw. This does not affect the lawfulness of the data processing that has already taken place, but it does terminate the participation and the participation in the draw, if the winner has not yet been drawn.

8.4 The personal data will be stored for the purpose and for the duration of the draw and will be deleted at the end of the draw period, provided that the purpose of the storage no longer applies or there are no legal retention obligations.

9. Other regulations

9.1 Any questions or complaints in connection with the Sweepstakes should be directed to the Organizer at legal@roadsurfer.com.

9.2 The conduct of the draw, the legal relationship between the Organizer and the Participant, as well as these Rules of Participation, including their interpretation, shall be governed exclusively by the law applicable to the rental agreement resulting from the authorized conclusion of the contract.

9.3 If any provision of these Terms and Conditions of Participation is or becomes invalid in whole or in part, this shall not affect the validity of the rest of these Terms and Conditions of Participation. Instead of the invalid provision, the organizer and the participant shall agree on the legally permissible provision that comes closest in economic terms to the meaning and purpose expressed in the invalid provision. The same applies in the event of a loophole in these Terms and Conditions of Participation.

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