

## **Terms and Conditions**

### **Roadsurfer Prize Draw**

Participation in the prize draw and its execution are governed by the following terms and conditions, which the participant accepts by taking part.

#### **1. Organizer**

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

#### **2. Eligibility to Participate**

Participation in the prize draw is free of charge. Participation occurs automatically upon conclusion of a rental agreement with the Organizer for a campervan ("booking") in the period from 5 May 2026 to 8 June 2026 inclusive ("draw period").

Among all eligible bookings within the prize draw period, a total of 10 winners will be selected at random. In the event of winning, the camper rental of the respective booking will be fully refunded retrospectively ("cashback").

Only natural persons who are resident in the EU, United Kingdom, Switzerland, Norway, the USA, Canada, Australia or New Zealand and who are at least 18 years old are eligible to participate. If a participant has limited legal capacity, participation requires the prior consent of their legal guardian.

#### **3. Exclusion from the Prize Draw**

3.1 Employees of the Organizer and affiliated companies, as well as their relatives, are excluded from participation. Likewise, employees and relatives of companies involved in the execution of this prize draw are excluded.

3.2 Also excluded are persons who use unauthorized aids or otherwise gain advantages through manipulation in connection with access to or execution of the prize draw. In such cases, prizes may also be revoked and reclaimed retrospectively.

3.3 Furthermore, the Organizer reserves the right, at its sole discretion, to exclude persons from participation if there are justified reasons for doing so. In addition to attempted manipulation, these include, for example:

false personal information, or

a breach of the terms and conditions, as well as incorrect or misleading information in connection with participation in the prize draw, or

comments that may be considered violent, offensive, harassing, or derogatory.

#### **4. Execution of the Prize Draw**

**Stand:** 30. April 2026

4.1 All bookings made during the draw period will be included in the draw in accordance with these terms and conditions. Only bookings that are conclusively completed within this period and not cancelled are eligible to participate. Bookings made after the end of the draw period are excluded.

4.2 The draw period comprises a single prize phase from which a total of ten (10) winners will be selected. The winners will be determined randomly from all eligible bookings.

4.3 Participants are responsible for the accuracy of the contact details provided during booking. The Organizer assumes no liability for the timeliness, completeness, or correctness of the transmission of participant data.

4.4 Each eligible booking within the draw period participates in the draw. Only one prize per booking is possible. Multiple wins are excluded.

4.5 Only bookings that still exist at the time of the draw and at the time of prize processing and have not been fully or partially cancelled are eligible. In the event of cancellation (regardless of the reason, including use of optional cancellation options), participation or any claim to a prize shall lapse.

Changes to the booking (e.g. travel dates, vehicle category) are permitted provided that the booking continues to meet the participation requirements. The prize refers exclusively to the actual booked service after any changes.

4.6 Winners will be notified by email after the end of the draw period.

In the event of winning, the camper rental paid as part of the booking will be refunded retrospectively. The refund will be made after completion of the booking via the original payment method to the contractual partner of the respective booking. Cash payment beyond this and transfer of the prize to third parties are excluded. Additional services (e.g. insurance, extras, fees, one-way fees, or additional kilometres) are not included in the prize unless expressly stated otherwise.

4.7 If the winner does not respond within seven days after two notifications to the provided email address, the prize may be transferred to another participant.

## **5. Prize**

Ten (10) cashback prizes will be awarded, whereby the camper rental paid as part of the booking will be refunded retrospectively. The amount of the pure camper rental is decisive; additional services (e.g. insurance, extras, fees, one-way fees, or additional kilometres) are not included in the prize unless expressly stated otherwise.

## **6. Determination of Winners (“Draw”)**

The winners pursuant to section 5.1 will be determined by the Organizer within one week after the end of the draw period in a random draw among all eligible participants, and the winners will be notified within the same period (“draw time”).

## 7. Liability

7.1 The Organizer's liability is governed by statutory provisions unless otherwise specified below.

7.2 The Organizer is fully liable for damages resulting from injury to life, body, or health, as well as for damages based on intentional or grossly negligent breach of duty by the Organizer, its legal representatives, or agents.

7.3 In the case of slightly negligent breach of essential contractual obligations (so-called cardinal obligations), the fulfillment of which is essential for the proper execution of the prize draw and on which the participant may regularly rely, the Organizer's liability is limited to foreseeable damages typical for this type of contract.

7.4 Otherwise, liability of the Organizer for damages resulting from slightly negligent breaches of duty is excluded.

7.5 Where liability is limited or excluded under the above provisions, this also applies to the Organizer's legal representatives and agents.

7.6 Claims for damages due to delayed or non-delivery are excluded, except in cases mentioned in section 7.2. Otherwise, section 7.3 applies accordingly.

7.7 The provisions of the Product Liability Act remain unaffected.

## 8. Data Protection

8.1 The Organizer's privacy policy applies:

Deutsch: <https://roadsurfer.com/wp-content/uploads/Privacy-Policy-2025-DE.pdf>

English (UK): <https://roadsurfer.com/wp-content/uploads/Privacy-Policy-EN.pdf>

Spain: <https://roadsurfer.com/wp-content/uploads/Privacy-Policy-ES.pdf>

France: <https://roadsurfer.com/wp-content/uploads/Privacy-Policy-FR.pdf>

Italian: <https://roadsurfer.com/wp-content/uploads/Privacy-Policy-IT.pdf>

Netherlands: <https://roadsurfer.com/wp-content/uploads/Privacy-Policy-NL.pdf>

Portugues: <https://roadsurfer.com/wp-content/uploads/Privacy-Policy-PT.pdf>

Sweden: <https://roadsurfer.com/wp-content/uploads/Privacy-Policy-SE.pdf>

8.2 The Organizer processes personal data from participation for the purpose of conducting the prize draw based on contract performance in accordance with these terms and conditions.

8.3 The participant may object to participation in the draw by emailing [legal@roadsurfer.com](mailto:legal@roadsurfer.com); in this case, data will not be processed for the execution of the draw. This does not affect the lawfulness of processing already carried out; however, participation will be terminated and, if the winner has not yet been drawn, participation in the draw will end.

8.4 Personal data will be stored for the purpose and duration of the draw and deleted after the end of the draw period, provided the purpose no longer applies or no legal retention obligations exist.

## **9. Miscellaneous Provisions**

9.1 Questions or complaints regarding the prize draw should be directed to the Organizer at [legal@roadsurfer.com](mailto:legal@roadsurfer.com).

9.2 The execution of the draw, the legal relationship between Organizer and participant, and these participation rules, including their interpretation, are governed exclusively by the law applicable to the rental agreement arising from the valid contract conclusion.

9.3 Should any provision of these terms and conditions be or become wholly or partially invalid, the validity of the remaining provisions shall remain unaffected. Instead of the invalid provision, the Organizer and participant agree on a legally permissible provision that comes closest economically to the meaning and purpose expressed in the invalid provision. The same applies in the event of a gap in these terms and conditions.