

Conditions of participation in the competition ("**Conditions of participation**")

Participation in the draw and its implementation are subject to the following conditions of participation. All participants have the opportunity to be drawn as a winner in the Early Bird Draw ("**Draw**") and receive the prize defined in the conditions of participation within the framework of the following conditions:

1.

Organizer

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

2. Eligibility to participate

2.1 Participation in the draw is free of charge. Participation is automatic with

- (a) Conclusion of a rental contract for a campervan during the draw period ("**conclusion of contract**") with the organizer and / or RS USA, Inc and / or Roadsurfer Canada Inc.
- (b) for which a pick-up day for the campervan in calendar year 2024 has been agreed.

Only contracts that meet the requirements of this Section 2.1 ("**eligible contracts**") are subject to the draw and lottery in accordance with Section 6.

2.2 Participation in accordance with section 2.1 above is exclusively for contracts concluded in the "rent" product segment of the organizer and / or RS USA, Inc.; any contracts concluded in the "subscription" (long-term vehicle rental) and "sales" (vehicle sales) product segments are not subject to the draw.

2.3 If a participant has limited legal capacity, the prior consent of his/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. Employees and relatives of the companies involved in the implementation of this competition are also excluded from the competition.

3.2 Persons who make use of unauthorized aids or otherwise gain advantages through manipulation in connection with access to or implementation of the competition are also excluded. In such cases, prizes 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

- untrue personal data or
- a breach of the conditions of participation and false or misleading information in connection with participation in the competition or

4. Carrying out the draw

- 4.1 All eligible contracts concluded between **02.01.2024 at 00:00 and 31.01.2024 at 23:59** Central European Time ("**draw period**") in accordance with section 2.1 will be included in a draw in accordance with these terms and conditions of participation and the contracting parties of the eligible contracts will be considered as winners. Contracts concluded after the end of the draw period are excluded from participation.

During the draw period, all persons with an eligible contract in accordance with section 2.1 will automatically be entered into the draw free of charge and will 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 authorized contract must be legally binding and not terminated at the time of the draw in accordance with Section 6.
- 4.3 Every eligible contract concluded by participants within the draw period will be included in the draw. It is not possible to win multiple prizes by concluding an eligible contract.

5.

Profit

- 5.1 The draw will produce 5 (in words "**five**") winners ("**winners**").
- 5.2 The prizes in each case are ("**prize**"): Remission of the basic rental price of the rental agreement resulting from the authorized conclusion of the contract in the amount agreed at the time of the draw ("**basic rental price**") for the respective winner. If the winner has already made payment or partial payment of the basic rental price at the time of the draw, 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. and / or Roadsurfer Canada 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 contract, the other contractual provisions of the rental contract resulting from the justified conclusion of the contract remain unaffected, in particular the obligation to pay the agreed deductible in the event of damage remains unaffected.

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

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

The Organizer will determine the winners in accordance with Section 5.1 in a random draw from all eligible participants and notify the winners **within two weeks** of the end of the draw period ("**draw date**").

7. Liability

- 7.1 The organizer's liability is governed by the statutory provisions.
- 7.2 Excluded from the organizer's liability 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 execution 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 vicarious 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 violated through simple negligence, the organizer shall only be liable for the damage caused to 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, unless the organizer has acted with intent or gross negligence. In the event of liability, the organizer shall in this case only be liable for foreseeable damage typical of the contract.

7.6 The provisions of the Product Liability Act remain unaffected.

8. Data protection

8.1 The data protection provisions of the organizer apply, which are available in the following languages:

German: https://roadsurfer.com/wp-content/uploads/2023-01-24_Datenschutzbestimmungen.pdf

English: https://roadsurfer.com/wp-content/uploads/2023-01-24_privacy-statement.pdf

French: https://roadsurfer.com/wp-content/uploads/2023-01-24_declaration-de-confidentialite.pdf

Spanish: https://roadsurfer.com/wp-content/uploads/2023-01-24_proteccion-de-datos.pdf

Italian: https://roadsurfer.com/wp-content/uploads/2023-01-24_protezione-dei-dati.pdf

Portuguese: https://roadsurfer.com/wp-content/uploads/2023-01-24_privacy-statement.pdf

Dutch: https://roadsurfer.com/wp-content/uploads/2023-01-24_privacy-statement.pdf

8.2 The organizer processes the personal data from the participation to carry out the competition on the basis of 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 email to legal@roadsurfer.com; accordingly, no processing will take place for the purpose of conducting the draw. This does not affect the lawfulness of the data processing that has already taken place, but it does terminate the participation and, if the winner has not yet been drawn, the participation in the draw.

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

9. Other regulations

9.1 Questions or complaints in connection with the competition should be addressed 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, are subject exclusively to the law applicable to the rental agreement resulting from the legitimate conclusion of the contract.

9.3 Should any provision of these conditions of participation be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions of these conditions of participation. In place of the invalid provision, the organizer and participant shall agree on the legally permissible provision that comes closest to the economic meaning and purpose expressed in the invalid provision. The same applies in the event of a loophole in these conditions of participation.

Status: December 11, 2023