

## **Conditions of participation in the prize draw ('Conditions of participation')**

Participation in the draw and its realisation is subject to the following conditions of participation. All participants have the opportunity to be drawn as a winner in the Valentine's Day draw ('draw') and receive the prize defined in the conditions of participation within the framework of the following conditions:

### **1. Organiser**

The responsible organiser is Roadsurfer GmbH, Winzererstraße 47d, 80797 Munich (hereinafter referred to as the 'Organiser').

### **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, panel van or motorhome during the draw period ('conclusion of contract') with the organiser and/or RS USA, Inc and/or Roadsurfer Canada Inc.

(b) for effective participation in the competition, the code VALENTINE25 must be entered in the booking process

(c) and a pick-up day for the campervan in calendar year 2025 must be agreed.

(d) Bookings with a maximum value of €1,500 (£1,200 / \$1,500) will be considered in the prize draw. Only contracts that fulfil the requirements of this section 2.1 ('eligible contracts') will be included in the draw and prize draw 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 Organiser 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 organiser and affiliated companies, as well as their relatives, are excluded from participation. Employees and relatives of the companies involved in the organisation of this competition are also excluded from the competition.

3.2 Persons who make use of unauthorised 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 cancelled and reclaimed.

3.3 In addition, the organiser 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 details or
- a violation of the conditions of participation as well as false or misleading information in connection with participation in the competition or the organisation of the draw

### **4. Realisation of the competition**

4.1 All eligible contracts concluded between 03.02.2025 at 00:01 and 16.02.2025 at 23:59 Central European Time ('Draw Period') 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. Within the draw period, all persons who have concluded an authorised 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 authorised contract must be legally binding and uncanceled at the time of the draw in accordance with Section 6.

4.3 Every authorised 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 authorised contract.

## **5. Gewinn**

5.1 The draw will produce 5 (in words 'five') winners ('winners').

5.2 The prizes in each case are ('prize'): Waiver of the basic rental price of the rental agreement resulting from the authorised conclusion of the contract in the amount agreed at the time of the draw up to a maximum of €1,500 / £1,200 / \$1,500 ('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 Organiser 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 notification 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. The transfer of the prize is not possible.

## **6. Determination of the winners ('draw')**

The Organiser will determine the winners in accordance with section 5.1 by means of a random draw from all eligible participants and notify the winners within two weeks of the end of the draw period ('draw date'). The Organiser shall notify the winners within two weeks of the end of the draw period ('draw date').

## **7. Liability**

7.1 The organiser's liability is governed by the statutory provisions.

7.2 Excluded from the organiser'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 fulfilment 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 organiser, its legal representatives or vicarious agents.

7.3 If contractual obligations, the fulfilment 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 organiser 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 favour of the legal representatives and vicarious agents of the organiser if claims are asserted directly against them.

7.5 Compensation for damages in the event of late or non-delivery is excluded, unless the organiser has acted with intent or gross negligence. In the event of liability, the organiser 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 organiser's privacy policy applies, which is available in the following languages available in the following languages:

- German: [https://roadsurfer.com/wp-content/uploads/2023-01-24\\_Datenschutzbestimmungen.pdf](https://roadsurfer.com/wp-content/uploads/2023-01-24_Datenschutzbestimmungen.pdf)
- English: [https://roadsurfer.com/wp-content/uploads/2023-01-24\\_privacy-statement.pdf](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](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](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](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](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](https://roadsurfer.com/wp-content/uploads/2023-01-24_privacy-statement.pdf)

8.2 The organiser processes the personal data from the participation to carry out the competition on the basis of contract fulfilment 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](mailto:legal@roadsurfer.com); accordingly, no processing will take place for the purpose of organising 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. 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 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 organiser at [legal@roadsurfer.com](mailto:legal@roadsurfer.com).

9.2 The conduct of the draw, the legal relationship between the organiser 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 authorised conclusion of the contract.

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

**Status:** 30 January 2025