

## **Conditions of participation**

roadsurfer GmbH & GoPro

Participation in the competition and its implementation are subject to the following conditions of participation, which the participant accepts by taking part.

### **1. Organizer**

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

### **2. Eligibility to participate**

Participation in the competition is free of charge and is not linked to the purchase of goods or services. Only persons of the age of 21 and older are eligible to participate. Shipping is limited to areas where roadsurfer + GoPro operates. Participation is dependent on submitting the entry form and is not restricted to customers of the organizer. If a participant has limited legal capacity, the prior consent of their legal representative is required to participate.

### **3. Exclusion from the competition**

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 use unauthorized aids or otherwise gain advantages through manipulation in connection with access to or execution 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 as well as false or misleading information in connection with participation in the competition or
- Comments that could be considered glorifying violence, offensive, harassing or derogatory.

### **4. Implementation of the competition**

4.1 The duration of the competition is from September 23<sup>rd</sup>, 2024, from 10:00 (PST) to October 6<sup>th</sup>, 2024, at 23:59 (PST). During this period, users will have the opportunity to take part in the raffle.

4.2 Participation in the competition is possible via the landing page <https://roadsurfer.com/events/giveaway/>.

4.3 Participants are responsible for the accuracy of the contact details provided. The organizer accepts no liability for the timeliness, completeness or accuracy of the transfer of participant data.

4.4 Participation is only possible within the participation period specified in section 4.1. Entries received after the closing date will not be considered in the draw.

4.5 The winners will be determined in a random draw from all participants. The winners will be notified by e-mail within 7 days of the end of the competition.

4.6 The roadsurfer voucher prize will be delivered by email, exclusively to the winner or the winner's legal representative. The GoPro equipment bundle will be delivered via UPS, exclusively to the winner or the winner's legal representative. Cameras must be shipped to a physical address, not a PO Box. It is not possible to exchange, transfer, collect or pay out the prize in cash. Any costs incurred for sending the prizes will be borne by the organizer(s). Any additional costs associated with claiming the prize shall be borne by the winner. The winner is responsible for paying any taxes on the prize.

4.7 If the winner does not respond to the e-mail address provided within seven days of being requested to do so twice, the prize may be transferred to another participant.

## **5. Profit**

5.1 Five winners will emerge from the raffle.

5.2 The following prizes are up for grabs:

- 5x \$750 roadsurfer voucher applicable at all locations in the U.S. roadsurfer rental terms and conditions apply.
- 5x GoPro HERO13 Black, 5x SD cards, 5x 3-way mounts and 5x suction cup mounts

## **6. Liability**

6.1 Claims for damages by the participant are excluded.

6.2 Excluded from this 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.

6.3 If 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, are violated through simple negligence, the provider shall only be liable for the damage caused to the foreseeable damage typical for the contract.

6.4 The restrictions of clauses 6.2 and 6.3 also apply in favor of the legal representatives and vicarious agents of the organizer if claims are asserted directly against them.

6.5 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.

6.6 The provisions of the Product Liability Act remain unaffected.

## **7. Data protection**

7.1 A prerequisite for participation in the competition and its implementation is the provision of an e-mail address. The provision of further data is not mandatory, but is required in order to allocate the prize. The participant assures that the personal details provided by him/her, in particular first name, surname and e-mail address, are truthful and correct.

7.2 The organizer points out that all personal data of the participant will neither be passed on to third parties nor made available to them for use without consent.

7.3 The organizer processes the personal data from the competition participation to carry out the competition on the basis of contract fulfilment - the competition contract. The competition offer is understood in particular as an exchange of services (here: the opportunity to win a prize) in return for the service provided by the participant. As contractual consideration for the chance to win, the participant expressly agrees that his/her data may be processed by the organizer. As described in section 7.5, the participant may terminate this agreement at any time and thus also revoke their consent to the processing of their data. This does not affect the lawfulness of the data processing that has already taken place, but it does terminate the competition contract and participation in the competition, provided the prize has not yet been awarded.

7.4 The aforementioned personal data will be stored for the purpose and for the duration of the competition and deleted after the end of the campaign, provided that the purpose of the storage no longer applies or there are no statutory retention obligations.

## **8 Other regulations**

8.1 The images of the prizes are for illustrative purposes only and may differ from the actual prizes or be replaced by prizes of equal value.

8.2 If the participant infringes the rights of third parties through the information posted, the participant shall indemnify the organizer against all claims, including claims for damages, if the organizer is held liable for this infringement. In this case, the participant must reimburse the organizer for all costs incurred due to the infringement of third party rights, including the costs incurred for legal defense. Further claims for damages remain unaffected by this.

8.3 Questions or complaints in connection with the competition should be addressed to the organizer at [event@roadsurfer.com](mailto:event@roadsurfer.com).

8.4 The implementation of the competition, 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 of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

8.5 Legal recourse is excluded.

8.6 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. The invalid provision shall be replaced by a legally permissible provision that comes as close as possible to the economic intent and purpose of the invalid provision. The same applies in the event of a loophole in these conditions of participation.

Status: September 18, 2024