

## **Conditions of participation**

roadsurfer competition [Christmas competition]

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

### **1 Organiser**

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

### **2 Eligibility to participate**

Participation in the competition is free of charge. To enter, simply purchase a voucher during the promotional period ("contract completion"). The competition is open only to natural persons residing in the EU (excluding Italy) who are 18 years or older. Participants with limited legal capacity must obtain prior consent from their legal representative to take part.

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

3.1 Employees of the Organiser, affiliated companies and their relatives, are excluded from participation. Also excluded are employees and relatives of the companies involved in the organisation of this competition.

3.2 Anyone found using unauthorized aids or attempting to gain an unfair manipulation in connection with the competition will be 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, which include, for example:

- untrue personal details 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 regarded as glorifying violence, offensive, harassing or derogatory.

### **4 Realisation of the prize draw**

4.1 All eligible contracts concluded between 4 December 2024 at 10:00 a.m. and 24 December 2024 at 11:59 p.m. Central European Time ('Draw Period') 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. The draw period is divided into three periods, each of which produces three 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 Clause 2 will be automatically entered into the draw free of charge and will be eligible for the prize defined in Clause 5 of these Terms and Conditions of Participation.

4.2 In order to take part 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 Participants are responsible for the accuracy of the contact details provided. The Organiser accepts no liability for the timeliness, completeness or accuracy of the transfer of participant data.

4.4 Every valid contract completed by participants during the promotional period will be entered into the draw. Multiple wins from a single participant due to multiple contracts are not allowed.

4.5 The prize will be delivered by e-mail, exclusively to the winner or the winner's legal representative. It is not possible to exchange, transfer, collect or pay out the prize in cash. Any costs incurred for sending the prize will be borne by the Organiser. Any additional costs associated with claiming the prize shall be borne by the winner. The winner is responsible for any taxation of the prize.

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

## **5 Prize**

5.1 The competition is divided into three periods within the draw period. There will be three winners per section (nine winners in total).

5.2 The following prizes will be awarded: Voucher amount doubled, up to a maximum of 500 euros. (this sounds a bit smoother)

- 04.12. - 10.12.24: Doubling of the voucher amount up to a maximum of 500 euros
- 11.12. - 17.12.24: Doubling of the voucher amount up to a maximum of 500 euros
- 18.12. - 24.12.24: Doubling of the voucher amount up to a maximum of 500 euros

This results in a total of nine vouchers, distributed across three periods within the promotional window, with the voucher amount being doubled.

The winners will be determined within one week of the mentioned deadlines, as part of a random draw among all participants.

The winners of the prize draw will be informed promptly by a separate e-mail.

The prize will only be handed over to the winner or the winner's legal representative. It is not possible to exchange, collect or pay out the prize in cash.

Any costs incurred for the dispatch of the prize will be borne by the operator. Any additional costs associated with claiming the prize shall be borne by the winner. The winner is responsible for any taxation of the prize.

The model and location can be chosen freely, but are subject to availability. The voucher will be sent to the winner within the first two weeks after notification of the win. The voucher is valid for three years.

## **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 one week 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 prize draw 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 breached through simple negligence, the Organiser shall only be liable for the damage caused to the foreseeable damage typical of 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 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 data protection provisions apply, which are 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-deconfidentialite.pdf](https://roadsurfer.com/wp-content/uploads/2023-01-24_declaration-deconfidentialite.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 in order to carry out the prize draw on the basis of contract fulfilment in accordance with these Terms and Conditions of Participation.

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); the data will not be processed for the purpose of organising the draw. This does not affect the legality of any data processing already carried out, but it will cancel participation and disqualify the participant from the draw if the winner has not yet been selected.

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 prize draw 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 justified 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 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.