

## Terms and Conditions of Participation

### roadsurfer Raffle [North America Raffle]

Participation in the raffle and its execution is governed by the following terms and conditions, which the participant accepts by taking part.

#### 1 Organizer

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

#### 2 Eligibility to Participate

Participation in the raffle is free of charge. Participation occurs automatically upon registration for the newsletter via the provided landing page during the drawing period. By registering, the participant agrees to receive the newsletter in the future.

Only natural persons who reside in the EU, USA, UK, Canada, Australia, New Zealand, Switzerland or Norway, and have reached the age of 18 are eligible to participate. If a participant has limited legal capacity, prior consent from their legal representative is required for participation.

#### 3 Exclusion from the raffle

3.1 Employees of the Organizer and affiliated companies, as well as their relatives, are excluded from participation. Employees and relatives of companies involved in conducting this raffle are also excluded.

3.2 Persons who use unauthorized aids or otherwise gain an advantage through manipulation related to accessing or conducting the raffle are excluded. In such cases, prizes may also be revoked and reclaimed afterward.

3.3 Furthermore, the Organizer reserves the right, at its sole discretion, to exclude persons from participation if there are justified reasons. Examples include:

- Providing false personal information, or
- Violating the terms and conditions, or providing false or misleading information in connection with participation, or
- Comments that may be considered violent, offensive, harassing or derogatory.

#### 4 Conduct of the Raffle

**4.1 All valid newsletter registrations via the provided landing page during the drawing period from 11.12.2025 at 09:00 CET to 15.12.2025 at 23:59 CET ("Drawing Period") in accordance with section 2** will be included in the draw. Persons who have made such a valid registration are eligible to win.

The drawing period includes a single prize phase, from which a total of five winners will be drawn. Registrations after the drawing period are excluded.

All persons who register for the newsletter **via the landing page** during the drawing period automatically and free of charge participate in the raffle and are eligible for the prize defined in section 5.

**4.2** To participate in the draw, **the valid newsletter registration via the landing page** must be legally binding and active at the time of the drawing according to section 6.

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

**4.4** Each valid registration via the landing page within the drawing period will be included in the raffle. Multiple wins from multiple registrations are excluded.

**4.5** The prize is awarded via email, **with the winner receiving the voucher code directly to the email address provided**, exclusively to the winner or the winner's legal representative. Exchange, transfer, personal collection, or cash payout of the prize is not possible. Any costs incurred for shipping the prizes are covered by the Organizer. Additional costs associated with claiming the prize are borne by the winner. The winner is responsible for any applicable taxes on the prize.

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

## **5 Prize**

**5.1** The raffle will be conducted in a **single drawing period**. Within this period, **five winners** will be determined, each receiving **a voucher worth \$500**.

**5.2** Five vouchers, each worth \$500, will be awarded. The vouchers can be redeemed for freely selectable models, subject to availability.

The five winners will be determined within one week after the end of the drawing period in a random draw among all eligible participants.

Winners will be promptly notified via email.

The prize will only be awarded via email to the winner or the winner's legal representative. Exchange, personal collection, or cash payout of the prize is not possible. Any costs for shipping the prizes are covered by the Organizer. Additional costs associated with claiming the prize are borne by the winner. The winner is responsible for any taxes.

The voucher will be delivered to the winner within the first two weeks after notification and is **valid for three years**.

## **6 Determination of Winners ("Drawing")**

The winners will be determined according to section 5.1 through a random draw by the Organizer among all eligible participants and notified within one week after the end of the drawing period ("Drawing Date").

## **7 Liability**

**7.1** The Organizer's liability is governed by statutory provisions.

7.2 The Organizer is not liable for claims for damages by participants arising from injury to life, body, or health, or from breach of contractual obligations whose fulfillment enables proper execution of the raffle and on which participants regularly rely, nor for other damages resulting from intentional or grossly negligent breaches of duty by the Organizer, its legal representatives, or vicarious agents.

7.3 If contractual obligations, whose fulfillment enables proper execution of the draw and on which participants regularly rely, are negligently violated, the Organizer is only liable for the contract-typical, foreseeable damage.

7.4 The limitations in sections 7.2 and 7.3 also apply to the Organizer's legal representatives and vicarious agents if claims are made directly against them.

7.5 Claims for damages due to late or non-delivery are excluded unless caused by intentional or grossly negligent conduct by the Organizer. In such cases, liability is limited to contract-typical, foreseeable damage.

7.6 The provisions of the Product Liability Act remain unaffected.

## **8 Data Protection**

8.1 The Organizer's privacy policies apply, 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 Organizer processes personal data from participation to conduct the raffle based on contractual fulfillment according to these terms.

8.3 The participant may object to participation in the draw by emailing [legal@roadsurfer.com](mailto:legal@roadsurfer.com), in which case no processing for the raffle will occur. This does not affect the legality of processing already carried out but terminates participation and the chance to win if the winner has not yet been drawn.

8.4 Personal data will be stored for the purpose and duration of the raffle and deleted after the drawing period unless storage is required by law.

## **9 Miscellaneous**

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

9.2 The conduct of the draw, the legal relationship between the Organizer and participants, and these terms of participation, including interpretation, are governed exclusively by the law applicable to the rental agreement arising from the valid contract.

9.3 If any provision of these terms is wholly or partially invalid, the validity of the remaining provisions remains unaffected. The Organizer and participants agree to replace the invalid provision with a legally permissible regulation that comes as close as possible to the economic intent of the invalid provision. The same applies in the event of gaps in these terms.