

General Terms and Conditions for Competitions, Cysmic GmbH, November 2023

- 1. Scope of application**
- 2. Reference to special conditions of participation**
- 3. Participation / exclusion**
- 4. Provisions on individual types of prizes**
- 5. Data**
- 6. Transmission of content**
- 7. Reservation of change/cancellation of the prizes/conditions**
- 8. Determination of the winners**
- 9. Notification, acceptance period/expiry**
- 10. Exclusions regarding the prize**
- 11. Cooperation with promotions**
- 12. Conditions for competitions on LinkedIn**
- 13. Disclaimer**
- 14. Miscellaneous**

1. Scope of application

The General Terms and Conditions of Participation apply to competitions, contests and comparable promotions (hereinafter collectively referred to as "Promotion"), in particular in the online area, which are organized by Cysmic GmbH, Auf der Trift 1, 66127 Saarbrücken (hereinafter referred to as "Organizer").

2. Reference to special conditions of participation

Each individual promotion has special conditions of participation, which can be found in the text of the promotion.

The special conditions of participation contain information about the course of the promotion, participation deadlines, prizes, and the prize modalities/winner determination. The special conditions of participation of the respective promotion refer to the general conditions of participation but take precedence over them.

3. Participation / exclusion

Participation and the chance to win is free of charge and independent of the purchase of a product from the organizer or affiliated companies.

Persons excluded from participation are not entitled to a prize even if they win.

a. Minimum age

The minimum age for participation is 14 years. For participants who have not yet reached the age of 18, the express consent of a parent or legal guardian is required. Otherwise, participation is not possible.

b. Territorial restriction

Only persons with permanent residence in Germany and legal entities as well as independent or dependent research institutions are eligible to participate, unless otherwise stated in the special conditions of participation.

c. Exclusion of employees and relatives

Excluded from participation are legal representatives and employees of the organizer, affiliated companies and companies participating in the campaign, as well as their relatives.

d. Exclusion in the event of multiple entries, mass entries or other manipulation

The organizer reserves the right to exclude multiple entries (e.g., under several names, accounts or e-mail addresses) or conspicuous entries or mass entries in this respect, for example from competition sites or competition clubs, from the promotion. Also excluded are persons who (attempt to) gain an advantage by using unauthorized aids or technical manipulations.

e. Exclusion in the event of violation / good cause

Any violation of these conditions of participation entitles the organizer to exclude the participant from participation without prior notice.

f. Exclusion from events

If the prize is an event, only natural persons for themselves or as representatives of a legal entity or research institution who are actually able to attend the event at the respective location on the day of the event are eligible to participate.

In particular, winners who have not yet reached the age of 16 will only be admitted to events if accompanied by a parent or guardian or a person authorized by them. Instructions given by security personnel and employees of the organizer in connection with the event on site must be followed.

g. Exclusion due to non-compliance with the conditions

Persons are also excluded from participation if or as soon as consent to the Special and/or General Terms and Conditions of Participation and the data protection provisions is not given or is revoked.

h. Participation in own name / no transfer

Participation can only take place in one's own name. The claim to the prize is not transferable.

4. General provisions

The following regulations generally apply to certain types of prizes. Unless otherwise specified in the special conditions of participation of the respective competitions/competitions, the winner may only be required to provide the service described here.

If the prize includes one or more tickets, the tickets will be sent by post to the address specified by the winner or sent as an electronic ticket to the specified e-mail inbox. Tickets can also be deposited at the event venue.

The organizer has no influence on postponements or cancellations of events. In such a case, the organizer reserves the right to determine an adequate prize as an alternative.

The conditions of the respective organizer apply to the implementation of an event.

Non-cash prizes will be sent by the organizer or a third party via a postal service provider, shipping company or similar to the place of residence specified by the winner. The shipping costs to the winner's place of residence shall be borne by the organizer, although the place of performance shall remain the organizer's place of business.

5. Data

The provision of personal data such as name, date of birth, address and/or e-mail address and/or telephone number is regularly required for the implementation of the campaign. The participant is responsible for the accuracy of the contact data provided. In any case, the organizer is not obliged to determine correct contact data. The data will be stored by the organizer until the final processing of the campaign.

a. Data protection

The data provided by the participant will be treated in accordance with the privacy policy, which the participant has viewed and expressly and separately accepted on the website <https://cysmic.de/datenschutzerklaerung/> (privacypolicy).

b. Use of the winner's name etc.

In the event of winning, the participant hereby grants permission for his/her name and/or image to be published on the organizer's or sponsoring company's website in connection with the prize. In the case of a campaign in social networks, such as LinkedIn, permission is also granted to link the participant's profile.

c. Revocation regarding data

The participant can revoke his/her consent to the collection and storage of data at any time. The organizer will then delete the participant's data. This also ends participation in the campaign. If legal regulations prevent the deletion of the data, the data will be blocked for further use.

d. No liability for obtaining the data

The organizer is not liable for technical problems in the transmission of content, nor for the availability or accuracy of the competition websites.

6. Transmission of content

In some cases, participation in promotions requires the submission of contributions and/or material. The following applies in this respect:

a. No unauthorized content

Within the scope of the campaigns, it is prohibited to transmit or make accessible content that is criminal, pornographic, harmful to minors, racist or otherwise extremist or discriminatory.

b. Copyright, rights of use (incl. trademark rights etc.)

The participant ensures and is responsible for ensuring that he/she is the sole holder of all rights of use and exploitation rights to the content he/she transmits. In particular, no trademarks, protected signs, industrial property rights, works protected by copyright or ancillary copyright or other intellectual property of third parties may be included unless the unrestricted consent of the rights holder has been obtained. Entries that infringe or, in the opinion of the organizer, could infringe such third-party rights will be excluded from participation at the discretion of the organizer. The participant undertakes to sign additional written agreements on the transfer of rights to transmitted content at the request of the organizer or to submit such transfers of rights from third parties.

c. Non-exclusive granting of rights of use

The participant transfers to the organizer, free of charge, a simple, irrevocable, transferable right to use the transmitted content, which is unlimited in terms of time, place and content. Legal claims remain unaffected.

d. Property rights

Material transmitted or sent to the organizer shall become the property of the organizer without restriction. The organizer is not obliged to return any material sent in.

e. exclusion of individual entries

The organizer is entitled to exclude individual entries from participation at its own discretion, in particular if they violate the conditions of participation.

f. no liability for obtaining

The organizer is not liable for technical problems in the transmission of content, nor for the availability or accuracy of the competition websites. The participant guarantees that he/she will not transmit any content to the organizer that contradicts the above principles.

7. Reservation of change / cancellation of prizes / conditions

The organizer reserves the right to change, cancel or extend the promotion or conditions of participation at any time without giving reasons, in particular if proper implementation is not (or no longer) possible for technical and/or legal reasons.

In such a case, any winner who has already been determined is not entitled to any claims against the organizer.

8. Determination of the winners

The winners will be determined by the organizer, its employees, vicarious agents or commissioned third parties. Further details are set out in the special conditions of participation.

9. Notification, acceptance period / forfeiture

The winner will be notified by post, telephone, email, fax, LinkedIn, Facebook or other means. Notification will generally take place within three working days of the closing date for entries. If the winner cannot be contacted and/or does not declare acceptance of the prize within a period of 2 days, the prize will be forfeited and a new winner will be chosen.

10. Exclusion regarding the prize

a. no payout or reimbursement of costs

Payment of the cash value is not possible. No additional costs or expenses incurred over and above the prize, such as travel, catering or similar costs, will be reimbursed unless they are expressly part of the prize. The participant must bear such costs himself.

b. exclusion of legal recourse

Legal recourse is excluded.

11. Cooperation with promotions

The promotions can be carried out in cooperation with various partners. In certain cases (e.g., if the prize is sent by the cooperation partner) it may be necessary to transfer participant data to the cooperation partner. The participant agrees to the transfer of participant data to such cooperation partners.

The organizer is not liable for false information disseminated by cooperation partners.

12. Conditions for competitions on LinkedIn

By participating, the participant undertakes to comply with LinkedIn's guidelines, which can be viewed at <https://de.linkedin.com/legal/user-agreement>. The campaigns on LinkedIn are in no way connected to LinkedIn. They are in no way sponsored, supported, or organized by Facebook and do not give rise to any legal claims against Facebook. All information in the context of this competition is provided exclusively by the organizer. LinkedIn is also not available as a contact for the respective promotion. Any inquiries regarding the competition should be directed to the organizer.

13. Disclaimer

In the provision and execution of the prizes, the organizer excludes liability for slightly negligent breaches of duty, provided that these do not concern essential contractual obligations, damages resulting from injury to life, body or health or guarantees or claims under the Product Liability Act. The same applies to breaches of duty by the organizer's vicarious agents.

14. Miscellaneous

German law shall apply. The place of jurisdiction for all disputes arising in connection with the campaign shall be Saarbrücken, as far as legally permissible.