



BITZER TERMS AND CONDITIONS OF PARTICIPATION

FOR A BITZER DIGITAL NETWORK COMPETITION (ENTRIES CLOSE 30.11.2021)

BITZER Kühlmaschinenbau GmbH, Peter-Schaufler-Platz 1, 71065 Sindelfingen, Germany, email: bitzer@bitzer.de, tel.: +49 (0)7031 9320, fax: +49 (0)7031 932 147, (hereinafter referred to as 'BITZER') is organising a competition (hereinafter referred to as 'Competition') in connection with the options and features of the BITZER DIGITAL NETWORK (hereinafter referred to as 'BDN') from 27.10.2021 to 30.11.2021 as part of its BDN marketing campaign by inviting participants on the social media channels Facebook, LinkedIn and Xing and the BITZER magazine COMPACT to enter.

By taking part in the Competition, participants (hereinafter referred to as 'Participants' (f/m/d)) accept these Terms and Conditions of Participation.

1 BDN COMPETITION

- (1) Three winners shall be chosen from all valid entries. The first three winners shall receive:
 - 1st place: Apple iPad Air 10,9" 256 GB WiFi Space Grey worth €667.00 plus VAT (hereinafter referred to as the 'Prize');
 - 2nd place: Apple Watch SE GPS, 40 mm Space Grey Aluminium Case with Midnight Sport Band worth €247,53 plus VAT (hereinafter referred to as the 'Prize');
 - 3rd place: Apple Homepod Mini White worth €95,90 plus VAT (hereinafter referred to as the 'Prize').
- (2) The Competition shall begin at the launch of the BDN campaign at 10 a.m. German time on 27.10.2021 and end at 11.59 p.m. German time on 30.11.2021 (hereinafter referred to as the 'Competition Period').
- (3) Participation is free of charge. The Prize cannot be redeemed for cash. The winner (hereinafter referred to as 'Winner' (f/m/d)) cannot assign their claim to the Prize.
- (4) In order to take part in the Competition, Participants are required to provide their full personal data consisting of their first name and surname, email address and home address (hereinafter referred to as 'Personal Data') in addition to the answer key. Each Participant is responsible for the accuracy of the information they provide.
- (5) The Prize is subject to change.

2 RIGHT TO PARTICIPATE

- (1) Persons who are at least 18 years of age are entitled to participate. Persons under the age of 18 may not participate.
- (2) Participants have no legal entitlement to participate in the Competition.
- (3) Each Participant may only enter the Competition once. If a Participant enters the Competition multiple times, BITZER reserves the right to disqualify that Participant from the Competition.
- (4) Employees of BITZER SE and its affiliates are not entitled to participate.
- (5) Participants whose Personal Data are incomplete or inaccurate can be disqualified from the Competition.
- (6) Persons who use dishonest resources or gain or attempt to gain an advantage in the Competition by means of manipulation shall be disqualified from the Competition.



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3 ORGANISATION AND PROCEDURE OF THE COMPETITION

- (1) The Competition is part of the marketing measures for the BDN campaign.
- (2) The Competition shall open on the following (social media) channels at 10 a.m. German time on 27.10.2021: <https://www.facebook.com/BITZERGroup>, <https://www.linkedin.com/company/bitzer> and <https://www.xing.com/company/bitzer/updates> and the BITZER magazine COMPACT. In order to take part in the Competition, Participants must send an email containing their Personal Data and the answer key to bdn@bitzer.de. Four questions will be asked, each of which will have three to four possible answers. There is only one correct answer to each question. The answer key consists of the number of each question and the letter corresponding to the correct answer to each question. As such, four solutions (number and letter) are required to submit the correct and complete answer key.
- (3) The Winners shall be chosen at random at the end of the Competition Period in December 2021 and notified by email. The draw shall only include Participants whose Personal Data are complete and who have sent in the correct answer key.
- (4) BITZER or a third party shall send the Prize to the address provided by the Winner via a forwarding agency or parcel service or by post. If the address provided is incorrect, BITZER is not obliged to track down the correct address. If the Prize cannot be delivered to the Winner within 14 days due to an inaccurate address or for any other reason for which the Winner is responsible, BITZER reserves the right to pick a new Winner – fourth place shall move up etc. In this case, the original Winner loses their claim to the Prize.
- (5) The Prize shall be delivered free of charge. If the delivery is carried out through a forwarding agent, the forwarding agent shall contact the Winner in order to arrange a delivery date. By participating in the Competition, the Participant authorises BITZER to disclose their contact details to its chosen forwarding agent for this purpose if they are selected as the Winner.
- (6) Complaints regarding the execution of the Competition must be filed with BITZER using the contact information above within six weeks of the end of the Competition Period.

4 TERMINATION OR CANCELLATION OF THE COMPETITION

BITZER expressly reserves the right to terminate or cancel the Competition – even prematurely – at any time and without providing a reason. In particular, this might be the case if the due execution of the Competition cannot be guaranteed for technical or legal reasons. If the Competition is terminated or cancelled due to the behaviour of a Participant, BITZER can demand that the Participant pay compensation for the resulting damage.

5 DATA PROTECTION

- (1) As the controller and in accordance with the statutory regulations, BITZER shall collect, process, use and store the Personal Data of the Participant for the Competition Period and for the purposes of executing the Competition until the final delivery of the Prize.
- (2) The registration data shall not be used by BITZER or any third parties for other purposes than those described in these Terms and Conditions of Participation without the express prior consent of the Participant.
- (3) All Personal Data provided as part of participation in the Competition shall be erased automatically by BITZER after the execution of the Competition unless Participants have expressly consented to the further use of their data.



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- (4) More information about data protection and the rights of Participants as data subjects is available in the privacy policy of BITZER [<https://www.bitzer.de/gb/en/privacy/>].

6 WITHDRAWAL FROM THE COMPETITION

The Participant can withdraw from the competition at any time. Notices of withdrawal must be addressed to BITZER using the contact information above.

7 LIABILITY

- (1) Unless provided for otherwise below, BITZER is released from all obligations towards the Winner by issuing the Prize.
- (2) Claims due to potential material defects or defects of title in the Prize must be filed exclusively against the supplier and/or manufacturer of the Prize unless BITZER is responsible for them. For this purpose, BITZER shall assign any claims it has against the supplier and/or manufacturer to the Winner.
- (3) BITZER is only liable towards Participants for damage caused by intent or gross negligence on the part of BITZER or the employees of BITZER. Furthermore, BITZER is liable towards the Participants in the event of a culpable infringement of its key contractual duties. Otherwise, the liability of BITZER is excluded. Key contractual duties are all duties which must be fulfilled in order that the Competition can be duly executed and on the fulfilment of which the Participant can rely.
- (4) BITZER bears no third-party risks of insolvency and cannot be held liable for the resulting consequences.
- (5) The limitation of the liability of BITZER also applies in favour of the employees of BITZER.
- (6) The limitation of liability in section 7(3) does not apply to damage caused by an injury to life, limb or health.



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8 GENERAL PROVISIONS

- (1) The result is final.
- (2) The law of the Federal Republic of Germany applies on an exclusive basis, excluding the provisions of German private international law and the UN Convention on Contracts for the International Sale of Goods.
- (3) The place of fulfilment is Sindelfingen, Germany.
- (4) The place of exclusive jurisdiction for all disputes arising from or in connection with the Competition and these Terms and Conditions of Participation is Sindelfingen, Germany. However, BITZER reserves the right to file lawsuits against the Participant at any other place of jurisdiction.
- (5) If one or more provisions of these Terms and Conditions of Participation should be or become ineffective, either fully or partially, this shall not affect the effectiveness of the remaining provisions.

BITZER Kühlmaschinenbau GmbH – version: 10/2021