



BITZER PARTICIPATION TERMS

FOR A QUIZ AS PART OF THE ONLINE REFRIGERATION SEMINAR ON 08.09.2021

BITZER Kühlmaschinenbau GmbH, Peter-Schaufler-Platz 1, 71065 Sindelfingen, Germany, e-mail: bitzer@bitzer.de, phone +49 7031 932-0, fax: +49 7031 932-147, (hereinafter referred to as "BITZER") is holding a quiz on the seminar contents (hereinafter referred to as "Seminar Quiz") as part of its online refrigeration seminar "Reliably cool – how refrigeration works and helps us" via Zoom on 08.09.2021 (hereinafter referred to as "Online Refrigeration Seminar").

By entering the Seminar Quiz, the participants (f, m, x; hereinafter referred to as "Participants") accept these Participation Terms.

§1 SEMINAR QUIZ

- (1) The first three winners of the seminar quiz will receive:
 - 1st place: AirPods Pro with engraving "BITZER" worth 241.09 euros (hereinafter referred to as "Prize");
 - 2nd place: AirPods with engraving "BITZER" worth 170.65 euros (hereinafter referred to as "Prize");
 - 3rd place: a trendy winter cap of the brand "Eisbär" worth 33.95 euros (hereinafter referred to as "Prize").
- (2) The seminar quiz will be held during the online refrigeration seminar, which will take place on 8 September 2021 from 5.00 p.m. to 7.00 p.m. German time (hereinafter referred to as the "Competition Period").
- (3) The participation is free of charge. A cash payment of the Prize is not possible. The winner (f, m, x; hereinafter referred to as "Winner") shall not assign their claim to the Prize.
- (4) In order to participate in the seminar quiz, participants must provide complete personal details consisting of their first and last name, e-mail address and home address (hereinafter collectively referred to as "Registration Data") in the registration system of the SCHAUFLENER Academy. Each Participant is responsible for the accuracy of the information provided.
- (5) The right to change the Prize is reserved.

§ 2 ENTITLEMENT TO PARTICIPATE

- (1) Natural persons who have reached the age of 18 are entitled to participate. Minors under the age of 18 are excluded from Participation.
- (2) There is no title or legal right to participation in the Seminar Quiz.
- (3) Each Participant is entitled to participate only once. In case of multiple participation BITZER reserves the right to completely exclude such Participant from the Seminar Quiz.
- (4) Employees of BITZER SE and of its affiliated companies are not entitled to participate.
- (5) Participants whose Registration Data is incomplete or incorrect will be excluded from Participation.
- (6) Participants who use unauthorized aids or otherwise gain or attempt to gain advantages in the Seminar Quiz through manipulation will be excluded from participation in the Seminar Quiz.



BITZER PARTICIPATION TERMS

FOR A QUIZ AS PART OF THE ONLINE REFRIGERATION SEMINAR ON 08.09.2021

§ 3 IMPLEMENTATION AND HANDLING OF THE SEMINAR QUIZ

- (1) Part of the Online Refrigeration Seminar is the implementation of a Seminar Quiz.
- (2) In order to participate in the Seminar Quiz, the Participants must open the website <https://www.menti.com> in their internet browser in a separate tab or window as instructed by the seminar leader and enter the code communicated by him/her in a corresponding field. Then they have to enter their first and last name to be able to view the first quiz question afterwards. A total of nine questions will be asked. After every third question, an intermediate score is displayed. In the Seminar Quiz, it is not only the correctness of the answers that counts, but also how quickly the correct answers were submitted by the Participants.
- (3) At the end of the Seminar Quiz, the seminar leader will publish the final standings and will also inform which of the Participants came in first, second and third place. A separate notification of the winning by e-mail will therefore not be necessary.
- (4) The Prize will be sent by BITZER or by a third party commissioned by BITZER to the address given by the Winner by forwarding agent, parcel service or post. If the address given is incorrect, BITZER is not obliged to determine the correct address. If the Prize cannot be delivered to the Winner within 14 days due to an incorrect address or other reasons given in the sphere of the Winner, BITZER reserves the right to draw a new Winner. In this case, the original Winner loses its claim to the Prize.
- (5) Delivery of the Prize is free of charge. In the event that delivery is made by a forwarding agent, the forwarding agent will contact the Winner to arrange a delivery date. By participating in the Seminar Quiz, the Participant agrees to the forwarding of their contact data to the forwarding agent selected by BITZER for this purpose, if they have been drawn as the Winner.
- (6) Complaints regarding the implementation of the Seminar Quiz must be made to BITZER within six weeks after the end of the Competition Period using the contact details given above.

§ 4 TERMINATION, CANCELLATION OF THE COMPETITION

BITZER expressly reserves the right to even early terminate or cancel the Seminar Quiz without giving reasons at any time. This may in particular be the case if a proper execution of the Seminar Quiz cannot be safeguarded due to technical or legal reasons. If the termination or cancellation is caused by the conduct of a Participant, BITZER may request compensation from such Participant for the damage caused thereby.



BITZER PARTICIPATION TERMS

FOR A QUIZ AS PART OF THE ONLINE REFRIGERATION SEMINAR ON 08.09.2021

§ 5 DATA PRIVACY

- (1) BITZER collects, processes, uses and saves the Registration Data of the Participants as data controller in accordance with the legal regulations for the Competition Period and for the purpose of the entire execution of the Seminar Quiz until the final delivery of the Prize.
- (2) Without expressed prior consent of the Participant the Registration Data will not be used by BITZER or third parties for further purposes not stated in these Terms and Conditions of Participation.
- (3) All personal data provided in the context of Participation in the Seminar Quiz will be automatically deleted by BITZER after the Seminar Quiz has been completely executed, unless Participants have expressly consented to the further use of their data.
- (4) Further information about data privacy and the rights of the Participants as a person concerned could be found in the BITZER Privacy Policy [<https://www.bitzer.de/gb/en/privacy>].

§ 6 WITHDRAWAL FROM THE SEMINAR QUIZ

The Participants have the opportunity to revoke their Participation in the Competition at any time. The revocation has to be addressed to BITZER using the contact data given above.

§ 7 LIABILITY

- (1) With the delivery of the Prize, BITZER is released from all its obligations towards the Winner, unless otherwise provided by the following provisions.
- (2) Claims for possible material defects or defects in title of the Prize shall be asserted exclusively against the supplier and/or manufacturer of the Prize, unless BITZER is responsible for them. For this purpose BITZER assigns any respective claim it may have against the supplier and/or manufacturer to the Winner.
- (3) BITZER is liable towards the Participants only for damages caused by intent or gross negligence of BITZER and BITZER Employees. Furthermore, BITZER shall be liable to the Participants in the event of culpable violation of its essential contractual obligations (cardinal obligations). Apart therefrom, the liability of BITZER is excluded. Cardinal obligations are those obligations which fulfilment is essential for the proper execution of the Competition and on which fulfilment the Participant relies and could rely.
- (4) BITZER shall not bear any third-party insolvency risks and shall not be liable for the consequences thereof.
- (5) The limitation of liability of BITZER shall also apply in favour of the employees of BITZER.
- (6) The limitation of liability according to § 7 (3) does not apply to damages from injury to life, body and health.



BITZER PARTICIPATION TERMS

FOR A QUIZ AS PART OF THE ONLINE REFRIGERATION SEMINAR ON 08.09.2021

§ 8 GENERAL PROVISIONS

- (1) Recourse to the courts is not permitted.
- (2) The law of the Federal Republic of Germany shall apply exclusively, under exclusion of the German conflict of laws provisions and of the United Nations Convention on Contracts for the International Sale of Goods.
- (3) Place of performance is Sindelfingen, Germany.
- (4) Exclusive place of jurisdiction for all disputes arising from or in connection with the Seminar Quiz and this Terms and Conditions of Participation is Sindelfingen, Germany. However, BITZER reserves the right to sue the Participant at any other legal place of jurisdiction.
- (5) Should one or more of the provisions of these Participation Terms be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected.

BITZER Kühlmaschinenbau GmbH – Status: 09/2021