

Prize draw #THEWAVESTORIES

# Terms and conditions for participation

## Terms and conditions for participation in #THEWAVESTORIES - the GoPro prize draw from the boot Düsseldorf

### 1 Prize competition #THEWAVESTORIES

1.1 The prize competition #**THEWAVESTORIES** is organised by Messe Düsseldorf GmbH, Messeplatz, Stockumer Kirchstraße 61, 40474 Düsseldorf, Germany.

1.2 The prize competition will run from 21.01. to 29.01.2016 (12:00 p.m.).

1.3 Participation is voluntary and free of cost. The participants must only bear the costs involved in participating via the internet (i.e. the costs for using an internet connection). The participants and the possibility of winning are independent of the purchase of goods or use of services.

1.4 Participation may only occur via three social networks: Facebook, Instagram and Twitter. By taking part in the prize competition, the participant accepts these terms and conditions for participation. Furthermore, the participant accepts the user conditions for the respective social network via which they participate in the prize competition. These user conditions can be accessed on the website of the relevant social network.

1.5 The prize competition is not connected with the aforementioned social networks and is not in any manner sponsored, supported or organized by these networks. All questions, comments and complaints should be addressed directly to the organiser of this prize competition and not to the operators of these social networks. By accepting the terms and conditions for participation, the participants accept that they cannot make any claims whatsoever against the operators of these social networks if they participate in this activity.

### 2 Participation/Process

2.1 Participation may only be carried out via the internet and requires that the participant be registered on one of the social networks named under Clause 1.4.

2.2 The prize competition is aimed at all prospective customers of the boot Düsseldorf 2017, particularly those interested in the boot Düsseldorf 2017 event THE WAVE. To be eligible for participation, one must be a natural person aged over 18 years old, who created and posted a post (*Posting*) tagged with the hashtag "**THEWAVEstories**" and a video on the topic of **THE WAVE** before

29.01.2017 via a social media channel (Facebook, Twitter or Instagram). Employees of Messe Düsseldorf GmbH may not take part in this competition.

2.3 In order to take part in the prize draw for a GoPro HERO5 Black, a participant must:

have created and posted a post (*Posting*) tagged with the hashtag **“THEWAVEstories”** and a video on the topic of **THE WAVE** before 29.01.2017 via a social media channel (Facebook, Twitter or Instagram).

2.4 A participant may submit as many postings as they wish. However, a participant may only win a total of one prize and may only be drawn once.

2.5 Participation via a prize draw service, an automated mass participation process by a third party, via agents or via other commercial providers is inadmissible.

2.6 Participation may only occur through one account. If it is suspected that a participant is partaking in the prize draw using several different accounts, the competition organiser reserves the right to proceed as detailed in Clause 2.7.

2.7 If these terms and conditions for participation are violated, the competition organiser reserves the right to exclude the participant from the prize competition. If necessary, in these cases prizes may be retroactively withdrawn and reclaimed.

2.8 The participant declares, via the uploading of the post, that they explicitly consent that the action page of the competition organiser may display a link to their profile in the relevant social network.

### **3 Selection of a winner**

3.1 The winners will be selected from amongst all participant postings on 30 January. The winners will be selected randomly from all of the participants. Each participant will only be entered into the draw once for each selection.

3.2 The winners will be selected by the employees of the boot Düsseldorf and informed of this selection via a comment on the relevant social network with a request to send their personal information (name and address) to the boot Düsseldorf social network company site in a private message.

## **4 Prizes**

4.1 The winners will receive a “GoPro HERO5 Black” camera.

4.2 The non-cash prize will be sent to the addresses stated by the winners in their private messages by a partner of Messe Düsseldorf GmbH or by one of their appointed third parties via a shipping company, parcel service or post. The delivery is free of cost within the Federal Republic of Germany. Beyond this point, costs incurred by transport and customs duties shall be borne by the winner.

4.3 The items presented as a prize within the scope of the prize competition must not necessarily be identical to the stated prizes to be won. They may differ in model and colour, amongst other properties. The competition organiser may select an item of equivalent value to the stated prize item and of a satisfactory type and quality to present as a prize item.

4.4 The event organiser reserves the right to distribute more prizes in order to encourage more people to take part.

4.5 The value of the prize may not be paid in cash, nor may any potential substitute for the prize be awarded. The right to the prize is non-transferable.

## **5 Rights to uploaded material and release**

5.1 No content which is injurious, libellous, malicious or which infringes upon an individual's personal rights may be published. No information or content liable to be harmful to young people may be distributed. Furthermore, publications which are racist, violent, glorify violence, politically extremist, sexist, discriminatory or are otherwise objectionable, such as publications which insult, slander, threaten or verbally degrade other persons, ethnicities or religious beliefs, are not permitted. No commercial or political advertisements may be published. This ban applies to political content which does not comply with the values of the constitutional law of the Federal Republic of Germany. The participant pledges that they shall not infringe upon the rights of a third party (e.g. copyright, patent and/or trademark rights). The competition organiser reserves the right to delete participants' posts or to exclude them from the prize competition if the posts infringe upon any of the aforementioned conditions.

5.2 By uploading a post, the participant declares that it is unencumbered by the rights of a third party, i.e. that the post is his/her own work or that he/she has obtained relevant consent from the copyright holder as well as any other persons seen in the post, and that he/she can also provide evidence for this consent to the competition organiser at any time. In addition, the participant affirms that no other rights of third parties, namely copyright or trademark law, have been infringed upon and that the post manifests no content which glorifies violence, is criminally liable, pornographic or otherwise objectionable, infringing or injurious to the legal rights of others.

5.3 The participant releases the competition organiser from all claims that third parties have made or may make against the competition organiser resulting from the post. The participant also declares that they are prepared to support the competition organiser in defending against such claims to a reasonable extent at all times. Claims

for excess damages by the competition organiser against the participant remain unaffected.

5.4 The competition organiser is not obliged to check the post uploaded by the participant for potential infringement upon the rights of third parties. The competition organiser is however authorized, at any time and without explanation or advance notice, to decline or delete posts or to exclude the participant from partaking in the competition if the content is reasonably esteemed by them to be illegal, infringe on propriety or otherwise inappropriate.

## **6 User rights**

6.1 By uploading the post, the participant expressly declares that they consent that their uploaded post - subject to revocation according to Clause 7.3 of these terms and conditions for participation - may be used and distributed and be otherwise made available to third parties with or without his or her name and/or the name of their profile on the relevant social network being named by the competition organiser for the execution of this prize competition as well as for the presentation of the participant's post in conjunction with this prize competition in all media, namely online media (such as the social networks named under Clause 1.4 or on their own website). In addition, the competition organiser is allowed to edit the post and - if required - to grant user rights for the post to third parties. This granting of rights shall be executed without payment, and without territorial, content-based or temporal limitations.

6.2 Furthermore, by uploading the post, the participant declares their express consent that the post may be used or distributed or otherwise made available to third parties in online and offline media and also for commercial purposes, including PR purposes, by the competition organiser. The competition organiser is also permitted to edit the post and - if required - to grant user rights for the post to third parties for these purposes. This granting of rights shall be executed without payment, and without territorial, content-based or temporal limitations. The participant may prospectively object to commercial use by the competition organiser if this is necessary to protect the legitimate interests, and particularly the personal rights, of the participant.

6.3 The participant relinquishes his/her right to be named as the creator of the post.

6.4 In the event that the participant revokes his/her consent for the use of the post in accordance with Clause 6.1, his/her right to continue taking part in the prize competition is automatically revoked. The participant shall not be subject to any further losses.

## **7 Data Protection/Consent for Use of Personal Data**

7.1 A requirement for participation in the prize competition is that you register for it in accordance with Clause 2.3. Your post will be used by the jury to select a winner and, furthermore, may be published in conjunction with the prize competition, with or without your name or the relevant social network being named in online media, specifically on the competition organiser's action pages and other websites.

7.2 Personal data will only be used and processed for executing the prize competition.

7.3 By uploading this post, you consent to Messe Düsseldorf GmbH that your post, including for example a picture, as well as the personal data that you have provided in your profile on the relevant social network (Facebook, Twitter, Instagram) may be saved and processed for the purposes of participating in this prize competition. Furthermore, you declare that you agree that your uploaded post may be published on <https://facebook.com/boot.duesseldorf> or on other Messe Düsseldorf GmbH websites, and also for advertising and PR purposes - if applicable under your name or your social network profile name. In addition, you agree that the action page may link to your profile on the relevant social network. Thus it will be evident to all visitors to the relevant action page and your online profile that you have taken part in the prize competition **#THEWAVESTORIES**. Furthermore, names and user names as well as further information will be visible to third parties - depending on the level of privacy settings in your profile. You may revoke your declaration of consent prospectively at any time by contacting the **Messe Düsseldorf GmbH, Postfach 10 10 06, 40001 Düsseldorf Messeplatz, Stockumer Kirchstraße 61, 40474 Düsseldorf, Germany** or by emailing [info@messe-duesseldorf.de](mailto:info@messe-duesseldorf.de). No special charges (in excess of normal forwarding fees) shall be incurred for this purpose. (Further) participation in the prize competition is not (or is no longer) possible if my consent is not given or is revoked.

7.4 In the event that you win a prize item, your data will be transferred to the mail-order company appointed for the delivery of the item. Only the data necessary for dispatch/delivery of the prize to you will be transferred. Transmission of your personal data to other third parties or use of your data for other advertising purposes without your consent shall not occur, unless we are legally obliged to divulge this data or we are required to call in engaged third parties in order to fulfil our requirements for professional confidentiality.

7.5 Further specifications concerning the processing and use of your personal data when using social networks should be taken from the relevant data protection policy of that specific social network (Facebook, Twitter, Instagram).

## **8 Limitation of liability**

8.1 All notifications and information issued by the competition organiser, specifically which involve the publication of winners' names etc., shall occur without liability being assumed for the information or notifications.

8.2 If claims involving the prize received are made by the winner, these are, as far as is legally permissible, to be addressed directly to the manufacturer/retailer, supplier, travel agent or other service provider. If claims to this effect are made against the competition organiser, these claims shall be transferred to the relevant winner.

8.3 The competition organiser is not liable for the availability of the social network.

8.4 The competition organiser is not liable, more specifically, for damages which may arise when partaking in this activity caused by error, delay or interruption in transmission, from faults or deletion of data, viruses or other means, unless such damages have been effected deliberately or are due to gross negligence on the part of the competition organiser. Liability on account of culpable injury to life, body or health remains unaffected.

## **9 Miscellaneous**

9.1 The law of the Federal Republic of Germany applies.

9.2 Should any of these regulations be or become invalid, the validity of the remaining terms and conditions for participation remains unaffected.

9.3 The competition organiser may alter, suspend or end the prize competition at any time, inasmuch as this is necessary due to circumstances that the competition organiser cannot influence or if the activity cannot otherwise be executed in line with requirements.

9.4 No correspondence will be entered into. Version: 10.01.2017.