# <u>Conditions of participation for Coding Challenge from 02.12.2020, 12:00 noon, until 31.12.2020, 11:59 pm</u>

# Terms and conditions for participation in the competition

# 1. scope of application

These conditions of participation apply to all competitions organized by Festo SE & Co. KG, Ruiter Straße 82, 73734 Esslingen, Germany (hereinafter referred to as the "Organizer"). By participating, each participant acknowledges these conditions of participation. This competition is not connected to Facebook, LinkedIn or Instagram. It is in no way sponsored, supported or organized by Facebook, LinkedIn and Instagram and does not create any legal claims against Facebook, LinkedIn and Instagram. All information in this competition is provided solely by the Promoter.

### 2. participation

2.1 Every natural person with a minimum age of 18 years is entitled to participate in his own name. 2.2 Minors, persons without legal capacity and employees of the Festo Group are excluded from the raffle. 2.3 The organizer reserves the right to exclude persons from participation who violate these conditions of participation or who gain or wish to gain an advantage over other participants by unlawfully influencing or manipulating the competition. In such cases, the organizer may also exclude participants from the competition later, deny prizes and reclaim them. 2.4 In order to participate in the competition, the participant must solve the challenge until the end and correctly. The decision as to whether the answer given is correct shall be made by the organizer. The more puzzles are solved the better the chances to win the prize. 2.5 Participation is only possible within the period specified in the description of the competition. 2.6 Each participant may create only one account and participate in the raffle only once.

#### 3. execution of the competition

3.1 The competition will be held during the specified period. After expiry of the participation period, the winner will be determined among the participants. All participants will be considered who meet the requirements set out in section 2 up to the time of the draw. The winner(s) will be drawn among all participants at random. 3.2 A change or cash payment of the prize is excluded. The prize is not transferable.

# 4. win handling

4.1 The winner will be contacted by the organizer. Regarding the prize, each participant notified in this way is obliged to inform the organizer within 7 days of dispatch of the prize notification whether he accepts the prize. If the organizer does not receive a notification within this period, the possibility of accepting the prize lapses and the organizer reserves the right to identify another participant and notify him accordingly. 4.2 If the participant's contact details are incorrect, the organizer is not obliged to provide the correct information. The disadvantages which may result from the provision of incorrect contact data shall be borne by the participant.

#### 5. liability for defects

For damages incurred by the winner due to material defects and/or defects of title, the organizer shall only be liable in the event of malice, intent or gross negligence. Any other liability for material defects and/or defects of title is excluded.

### 6. premature termination of the competition

The organizer is entitled to terminate the competition prematurely at any time without prior notice and without giving reasons. This applies if a proper execution of the competition cannot be guaranteed for technical or legal reasons.

## 7. data protection

7.1 The organizer uses the data received from the participants within the scope of participation in the competition for the execution and handling of the competition. You can object to the storage and use of your data for this purpose at any time by sending a message to the contact person described below. 7.2 The organizer reserves the right to publish the name of the winner on the competition page, unless the winner has objected to this. 7.3 Upon written request to the organizer, the participant will be informed of the personal data stored about him/her and can correct this data.

### 8. applicable law

The law of the Federal Republic of Germany shall apply to all legal relationships between the parties. In the case of consumers, this choice of law shall only apply insofar as the protection granted by mandatory provisions of the law of the country in which the consumer has his habitual residence is not withdrawn.

Festo SE & Co. KG, Ruiter Straße 82, 73734 Esslingen, Germany