

Terms and conditions of participation in the lottery of the MPULSE reader survey 2018

1. Organizer

- 1.1. The organizer of the contest is MAHLE Aftermarket GmbH, Pragstraße 26–46, 70376 Stuttgart/Germany, (hereinafter referred to as the “organizer” or “MAHLE”).
- 1.2. The contest has no connection with Facebook (FB) and is not sponsored, supported, or organized by Facebook in any way. All queries regarding the contest should be directed to MAHLE and not to Facebook.

2. Acknowledgement of the terms and conditions of participation

By taking part in the contest, the participant accepts these terms and conditions of participation. The e-mails and Facebook posts providing information about the contest and inviting people to participate will refer to these terms and conditions of participation via the provision of a suitable link.

3. Eligibility

- 3.1. Only persons aged 18 or over are eligible to participate in the contest. Participants may only take part in the contest under their own name.
- 3.2. The contest is not open to employees of the organizer or members of their families, or to employees of companies of the MAHLE Group, service providers, or cooperation partners that are or were involved in creating or handling the contest, or members of their families.
- 3.3. Each participant may only take part in the contest once. The organizer reserves the right to exclude participants from the contest who can be shown to have taken part, or who have tried to take part, in the contest more than once.
- 3.4. Manipulation, participation via competition clubs, or automated entries via competition bots are not allowed and will lead to participants being excluded.
- 3.5. If a winner is ineligible for the contest, the prize may subsequently be withdrawn and a substitute winner determined.
- 3.6. The eligibility of participants will be determined at the discretion of the organizer.

4. Duration, prize, and dispatch of prize

- 4.1. The contest begins on September 1st in 2018 and ends on December 31st in 2018.
- 4.2. The prize is one Sonos Play:1 Multiroom-Smart-Speaker for Wireless Music Streaming to the value of EUR 150 and 10 x 1 MAHLE watches to the value of EUR 35 each.

- 4.3. Travel and accommodation costs incurred by the winners, as well as other incidental costs and personal expenses, will not be borne by MAHLE.
- 4.4. Only those people can participate in the lottery who have participated in the MPULSE reader survey before. At the end of the survey instructions will be given how one can take part in the lottery.
- 4.5. The winners will be notified by e-mail within one week of being selected and asked for confirmation.
- 4.6. If the winners do not confirm acceptance of the prize within two days, giving their contact details (surname, first name, address, and e-mail address or telephone number), the prize will be forfeited and awarded to a substitute winner. The winner may also choose to renounce the prize. In both cases, the team positioned immediately below in the “likes” contest will be named the winner.
- 4.7. The prize will be sent by post to the winner at the address indicated in the prize acceptance confirmation. The transfer of risk to the winner takes place at the time the prize is posted. The organizer is not responsible for damage during shipment or loss. The participant is responsible for the accuracy of the contact details provided. In the event of a prize being incorrectly awarded as a result of erroneous details being provided, the winner loses his or her entitlement to the prize.
- 4.8. It is not possible for the prize to be paid in cash or in kind, exchanged, or transferred to other persons.

5. Arrangements for participation

- 5.1. Participation is free, voluntary, and independent of the purchase of goods or services. Costs may be incurred for the use of data services.
- 5.2. Participants take part in the contest by following the instructions which are given at the end of the MPULSE reader survey.
- 5.3. Entry by letter or other means is not permissible and such entries will not be included in the draw.
- 5.4. Comments and submissions from participants may not include defamatory statements or misinformation, or violate competition, trademark, or copyright laws. In the event that third parties nevertheless assert claims on the grounds of a violation of their rights, the participant indemnifies the organizer from all claims. By participating in the contest, each participant is obligated to assume liability for any legal violations on his or her part.

5.5. The organizer reserves the right to delete comments with prohibited content. Prohibited content includes pornographic or racist content, content glorifying violence, or any otherwise objectionable content. The deletion of comments will be left to the discretion of the organizer.

6. Liability

6.1. With regard to the organizer's liability for damages, the following liability exclusions and limitations apply without prejudice to the other statutory requirements for entitlement.

6.2. The organizer is liable without limitation to the extent that the damage was caused by intent or gross negligence.

6.3. Furthermore, the organizer is liable for any slightly negligent breach of material obligations whose breach jeopardizes the achievement of the purpose of the contract, or for the breach of obligations whose fulfillment makes the proper operation of the contest possible in the first place and the observance of which the contractual partners regularly rely upon. In this case, the organizer is only liable, however, for loss or damage that is foreseeable and typical for the contract. The organizer is not liable for any slightly negligent breach of obligations other than those mentioned in the preceding sentences.

6.4. The above liability limitations do not apply in the event of loss of life, physical injury, or damage to health, for a defect following acceptance of a quality guarantee for the quality of a product, or in the case of fraudulently concealed defects. Liability under the German Product Liability Act remains unaffected.

6.5. Insofar as the liability of the organizer is excluded or limited, this also applies to the personal liability of employees, representatives, and agents of the organizer.

7. Early termination of the contest

The organizer hereby makes participants aware that the availability and functioning of the contest cannot be guaranteed. The organizer is authorized to terminate the contest early if its operability can no longer be guaranteed for technical and/or legal reasons. Such reasons may include technical problems (errors in hardware and/or software, viruses in the computer system, manipulation, etc.), changes to the terms of use, or other decisions. Participants shall have no claims on account of early termination.

8. Changes to the terms and conditions of participation

The organizer expressly reserves the right to change or adapt these terms and conditions of participation at any time with future effect. The participants will be informed about possible changes.

9. Legal recourse and severability clause

9.1. No legal recourse is possible with regard to the selection of winners. No correspondence pertaining to the contest will be entered into. The contest and the terms and conditions of participation are governed by the laws of the Federal Republic of Germany. The place of jurisdiction is Stuttgart/Germany.

9.2. Should the abovementioned provisions of these terms and conditions of participation be invalid or contain a loophole, the remainder of the provisions remain unaffected. Invalid or incomplete provisions will be retained with valid content which represents as closely as possible the sense of the invalid content.

10. Data security

10.1. The organizer collects, processes, and uses all personal data shared with the organizer in the course of this contest exclusively for the purposes of operating the contest. The organizer shall not pass this personal data onto third parties, except for service providers domiciled in Germany and providing assistance in the operation of this contest (“contracted data processors”).

10.2. Following a request issued in writing or in textual form, the participants may request information from the organizer at any time as to which personal data is held by the organizer, may request its correction or deletion, and may revoke data protection consent. To exercise the abovementioned rights, participants may contact the following e-mail address: mpulse@mahle.com

10.3. Further information on the topic of data security at MAHLE is available at:
<http://www.mpulse.mahle.com/en/terms-and-conditions/>