

# Conditions of Participation

## 1. GENERAL INFORMATION

Welcome to the online tournament challenge from Bauverlag BV GmbH. Bauverlag BV GmbH will be denoted hereafter as "Provider". The Provider is providing this service based on the following conditions of participation. By participating in the tournament challenge, you accept these conditions of participation.

1.1 The game will take place during the period between May 1, 2018 and July 31, 2018 as a limited time promotion from Bauverlag BV GmbH.

1.2 Any and all participation in the game is subject to these conditions of participation. They must be acknowledged and accepted as part of the registration process.

1.3 Participation is free of charge.

1.4 Any internet-related costs incurred are the responsibility of the participant. This includes costs incurred from mobile devices, which can be substantial.

## 2. DESCRIPTION OF SERVICES

The Provider will provide access to the online tournament challenge (hereafter referred to as "Game"). The Provider does not assume any liability for possible delays, errors, deletions or failed transmissions nor does it guarantee the constant availability of the Game or its content. Participation in the Game requires access to the internet.

## 3. THE GAME

The Game is a prediction game where the main objective is to correctly guess the results for the various World Cup matches. Predictions for the individual matches can be submitted up until the match begins. The point values for correct and partially correct predictions are listed in the "Game Rules" section. The winner is the participant with the highest amount of points after the final match. If two or more participants have the same number of points following the conclusion of the final match, the following procedure will be used to determine the ranking of the winners: There can only be one participant per rank (i.e. only one first place winner, one second place winner, etc.). If two or more participants have the same point total at the conclusion of the Game, a lottery process will be used to determine the final order of the winners. The participant that loses the lottery process will move down to the next rank – pushing all lower ranked participants one rank lower. The same holds true for participants tied at lower ranked spots as well. The winners will be notified via e-mail in the days following the final match.

#### **4. REGISTRATION REQUIREMENT**

Participation in the Game requires registration. By participating in the Game, you agree to submit complete and accurate information regarding your person as specified in the registration form.

4.1 Registration for participation is possible at any time up until the start of the final match.

4.2 Registration requires the provision of data for all fields marked as required. This information must be complete and accurate. Participants may only participate with one (1) e-mail address. Participants must also supply a password and screen name. The screen name will be displayed on the Game website when displaying the high-score list rankings.

4.3 Upon completing registration, a Game account with the supplied screen name and password is activated for the participant. The participant is responsible for ensuring that their password and account do not become accessible to third parties and is liable for all actions performed on their account. The participant is required to inform the Provider of any account abuse immediately via e-mail. The Provider is not liable for any losses or damages resulting from the non-fulfilment of this obligation.

4.4 The Provider is not obligated to accept all registration entries.

#### **5. WITHDRAWAL**

A participant can withdraw from the Game at any time. To do this, the participant must navigate to the menu item "My Data" and select the option "Delete account". Upon confirmation of the "Delete Account" command, all of the participant's data, including all personal data, will be deleted from the Provider's database and/or the database of the company commissioned with managing the technical aspects of the Game insofar as this does not violate any legal requirements regarding the obligation to temporarily save certain data.

#### **6. CONDITIONS OF PARTICIPATION**

Participants must be 18 years of age or older. Employees of Bauverlag BV GmbH and the companies belonging to the DOCUgroup are not eligible for prizes nor are their immediate family members. The winners will be determined according Game description in Section 3 and subsequently notified in writing (via e-mail). Prizes cannot be exchanged for their cash value. If prizes are returned to Bauverlag BV GmbH due to incomplete or incorrect address information, Bauverlag BV GmbH reserves the right to award it to a new winner. All decisions are final.

#### **7. PRIZES; EXPIRATION OF CLAIM TO PRIZES**

7.1 The non-cash prizes awarded cannot be exchanged for their cash value or for other prizes. The prizes cannot be transferred to a third party.

7.2 Claims to prizes expire after three (3) months after the notification of winning has been sent or if the winner cannot be ascertained or does not reply to the Provider within the set time period.

#### **8. EXCLUSION FROM PARTICIPATION**

The Provider and the company commissioned with the technical implementation of the Game have the right to exclude or remove participants from participating in the Game for good cause at any time. Good cause includes such cases as when participants provide false registration information, participate under multiple e-mail addresses, if they attempt to manipulate, disrupt or influence the Game or its functions or if they attempt to threaten or abuse employees of the Provider or any other company involved in the development or implementation of the Game. If cause for exclusion is found to exist, prizes may be withheld or retroactively demanded back.

## **9. EARLY TERMINATION OF THE GAME BY THE SPONSOR**

The Provider reserves the right to end the Game earlier than its planned conclusion without prior announcement and without stating its reasons. It will make use of this option should the correct implementation of the Game no longer be assured due to technical (e.g. effects of computer viruses, hacking, hardware or software errors, etc.) or legal reasons.

## **10. WARRANTY DISCLAIMER**

Participation in the Game is done at one's own risk. The Game is provided in a form as decided by the Provider and subject to availability. The Provider does not guarantee that the Game will meet participants' expectations nor that it will be available or accessible at all times without interruption, error or risk. The Provider does not provide any guarantee for the results that arise from participating in the Game nor for the accuracy or reliability of the information provided within the Game's framework. The Provider also provides no guarantee that the hardware and/or software used to implement the Game will operate without error or that potential errors will be corrected. Any downloads or any other form of content received in connection with the Game is done at one's own risk. The Provider is not responsible for any damages to computer systems or other technical devices used, nor for the loss of data or any other type of damages resulting from or related to the downloading of content or other transactions made in connection with the Game. Advice or information that is received within the framework of the Game, be it in writing or oral form, does not constitute a guarantee by the Provider insofar as this is not expressly stated as such.

## **11. LIMITATION OF LIABILITY**

The Provider is not liable for the behavior of users or other third parties or for contents or declarations which are forwarded by users or other third parties in the context of the Game. The Provider also is not liable for any damages arising from the use of or inability to use the Game. The Provider's liability is limited in all cases to damages caused by intentional or grossly negligent conduct or based on a violation of one of this agreement's fundamental stipulations.

11.1 The Provider and the companies involved in the development and implementation of the Game will do everything within their power to ensure the reliable availability and functionality of the Game and the corresponding website. However, they assume no liability for the actual availability of the Game and its corresponding website nor for its functionality. They also provide no warranty that devices, whether mobile or stationary, will be able to access all features of the Game. This is especially true for mobile devices, since not all of these are equipped with the necessary operating systems or screen resolution and may not have access to the necessary wireless or mobile networks for ensuring an error-free connection to the Game and its website.

11.2 The Provider and the companies involved in the development and implementation of the Game are in no way liable for any problems or deficiencies that arise in connection with the end devices, computers, networks and any other data transmission method used by participants. They also assume no liability for the loss, delay, modification, manipulation and/or misrouting of e-mails and/or data during data entry, collection, transfer and/or saving that arise in connection with third party networks, the internet, third party telephone networks or mobile networks, third party hardware or software including that used by participants. They also do not assume any liability for any abuse of participants' passwords or accounts nor for any incorrect information caused by participants, third parties or their corresponding hardware and/or software. They also provide no guarantee that e-mails or data entered into the entry fields on the Game website will fulfil the system requirements or be accepted by the system.

11.3 The Provider and the companies involved in the development and implementation of the Game are in no way liable for cases of theft or the destruction of systems and/or media containing the programs and data required for the Game and its implementation. Likewise, they do not assume any liability for cases of force majeure that result in technical disruptions, cases of modification or manipulation of the programs or data related to the Game by participants or third parties, as well as the behavior of other participants or third parties nor for statements or declarations made by or passed on by participants or third parties relating to the Game.

11.4 The preceding exclusions and limitations to liability apply to all damage claims independent of their legal basis and particularly for claims related to preliminary or collateral agreements. However, it shall not restrict any compulsory legal liability or a liability for a guarantee insofar as it is meant to protect participants from the damages incurred.

## **12. NOTIFICATIONS**

Notifications will be sent either via e-mail or mail. Participants may also be informed about possible changes to these conditions of participation or other information via notices or links to the corresponding information on the site.

## **13. PRIVACY STATEMENT**

The privacy statement is intended to inform you of the type, scope and purpose of the collection and use of your personal data for the use of our services. You can access the privacy statement at any time on our websites and under the menu item 'privacy statement' in the mobile application.

## **14. COLLECTION, PROCESSING AND USE OF DATA**

Bauverlag collects, processes and uses your personal data in compliance with the data privacy regulations of Germany. We collect personal data for the purpose for which the data was entrusted to us in the process of using our services, especially in the placement of an order, creating a customer account or the use of mobile applications. We use your personal data to fulfill and process your requests.

## **15. TRANSFER OF DATA**

15.1. In principle, your data is exclusively collected and used for its intended purpose. Your personal data will be transferred without your prior consent only in the following cases.

15.2. We will transfer the necessary information to external service providers if we are dependent upon them to fulfil your order e.g. transport, support, payment process and for the transmission for permissible promotional activities. External service providers are carefully chosen and will be regularly reviewed to ensure that your data will be used in accordance with the provision of data protection law.

15.3. We will transfer personal data to prosecution authorities or violated third parties when it is necessary for the investigation of an illegal use or for the prosecution. This happens only when there are concrete indications of illegal or abusive conduct. We may also pass your data to third parties in order to enforce our Terms of Use or other agreements. Bauverlag is obliged by law and/or by enforceable official or judicial arrangement to transmit personal information to public authorities upon request e.g. to prosecution authorities or fiscal authorities.

## **16. STORAGE AND DELETION OF DATA**

If your data is no longer required for the purposes mentioned above, it is deleted. You may delete your account at any time as described in chapter 5. After the deletion of your account, the respective data will be blocked and deleted after the legal retention periods have expired, unless you have explicitly consented to a further use of your data or such a use is legally permissible.

## **17. APPLICABLE LAW AND JURISDICTION**

These conditions of participation and the use of the Game are subject to German law with the exception of its conflict of law provisions. For litigation resulting from or related to participation in the Game and/or these conditions of participation, the courts in Gütersloh have jurisdiction insofar as the participant is a businessperson or does not permanently reside in Germany, have changed their residence or usual abode to a foreign country after these conditions of participation have gone into effect or if their residence or usual abode is not ascertainable at the time when the complaint is filed.