

## **Terms and conditions**

### **Windhoek-Competition**

#### **1 Introduction and subject matter of these terms and conditions**

- a. The competition (the “Promotion”) is organized by Eurowings Aviation GmbH, Germanwings-Straße 1, D-51147 Cologne, Germany (the “Promoter”).
- b. The following terms and conditions of participation shall apply between the Promoter and the participants of the Promotion. By participating in the promotion (2c), the participant accepts these terms and conditions.

#### **2 Policy for participation in the Promotion**

- a. Participants must be aged 18 years or older. An individual may hand in more than one contribution but can participate one time only.
- b. The Promotion excludes employees of the Promoter and employees of partners of the Lufthansa Group as well as employees other airlines.
- c. The participation is made by entering the e-mail address within the Facebook lead ad. By submitting the data (name and e-mail address), the participant agrees to receive a newsletter request from Eurowings.
- d. The promotion opens on 1<sup>st</sup> May 2017 and closes on 31<sup>rd</sup> May 2017.
- e. The Promoter reserves the right to exclude any participants who violate the terms and conditions of participation at any time and without notice. This particularly applies if the participant provides false information or infringes the rights of third parties. In the event of exclusion, prizes and benefits may also be withdrawn and reclaimed subsequently.

#### **3 Prizes, winner notification and claiming prizes**

- a. 2 x 2 flights to Windhoek will be raffled (booking and flight by 31<sup>st</sup> March 2018).
- b. The winners of the promotion will be informed about their prize via e-mail. Each participant agrees to this with the participation.

- c. If a participant does not claim acceptance of the prize within a period of 14 days their right to the prize shall be forfeited. In this case, a new winner will be chosen and notified.
- d. Prizes shall not be paid in cash or in material goods of any kind, nor exchanged, sold or transferred to another person. The transfer of prizes shall be coordinated with each winner individually.

#### **4 Code of Conduct and Responsibility for Content and Information**

- a. Participants must not bother other persons in the course of the action. For example, any messaging, forwarding or sharing functions may not be used to send messages if it is to be expected that their receipt by the recipients is undesirable.

#### **5 Other**

- a. The law of the Federal Republic of Germany shall apply.
- b. The legal process is excluded. There is no claim for the profit or the payment of the present value of the profit.
- c. Should individual provisions of these conditions of participation be or become invalid, the legal validity of the other conditions of participation shall not be affected. It is replaced by an appropriate regulation which is most appropriate to the purpose of the ineffective provisions.
- d. The contest is not linked to Facebook, Twitter or Instagram. It is not sponsored or organized in any way by Facebook, Twitter or Instagram, and does not create any legal claims against Facebook, Twitter or Instagram. All information within the framework of this promotion is provided exclusively by the organizer. The organizer releases Facebook, Twitter or Instagram from any claims of third parties in connection with this promotion.

## **Privacy Policy**

The following data protection information is provided by the organizer within the promotion to clarify the following information on the use of personal data.

## **Basic data on data processing**

- a.** The organizer collects, processes and uses personal data of the participants only in compliance with the relevant data protection regulations and, in principle, only for the provision, implementation and handling of the action.
- b.** In no case will the organizer transmit personal data of the participants for advertising or marketing purposes or unauthorized for other purposes to third parties. The data of the participants are only forwarded to third parties if this is legally permitted or if a participant has given their consent in the forwarding.
- c.** The organizer shall take organizational, contractual and technical security measures to ensure that the provisions of the data protection laws are observed, thus protecting the data managed by the organizer against accidental or deliberate manipulation, loss, destruction or access of unauthorized persons.