

# Terms and Conditions of the MIRASCON VALENTINES GIVEAWAY 2021

## 1. Subject matter of the Conditions of Participation and Organizer

(1) These conditions of participation regulate the conditions for participation in our giveaway and for any transfers of rights where necessary. Participation in the giveaway is possible on the Facebook (<https://www.facebook.com/mirascon>) and Instagram (<https://www.instagram.com/mirascon>) pages of MIRASCON Insurance agency during the campaign.

(2) The organizer of the competition is MIRASCON Versicherungsagentur GmbH, Amsterdamer Str. 206, 50735 Cologne, Germany.

(3) By participating in this competition these terms and conditions are accepted.

(4) The giveaway is under no circumstances affiliated with Facebook or Instagram, nor is it sponsored, organized or financed by Facebook or Instagram.

## 2. Participation

(1) All individuals who are over the age of 18 are eligible to enter the competition, are in possession of a valid ID card, and are stationed in Germany under the SOFA agreement or residing as Expat in Germany. Excluded from the giveaway are employees of MIRASCON Versicherungsagentur GmbH, as well as, employees of affiliated companies and relatives of such employees. Participation using fake identities or identities of third parties is not permitted.

(2) Eligible participants can participate in the competition by:

- Liking the post and following our Social Media account on Facebook and/or Instagram
- Posting a guess of the number of hearts on the provided Valentines Giveaway picture in the comment section of the post
- Tagging at least 2 different friends' accounts to your comment

(3) Each entitled individual is allowed to participate only once per social media channel, Facebook and Instagram, in the competition.

(4) Participation is possible from the start of the campaign on February 5<sup>th</sup>, 2021 until February 14<sup>th</sup>, 2021 up until 4:00 p.m. CET (German time zone).

## 3. Winnings and win notification

(1) Among all eligible participants the giveaway consists of a Picnic Backpack Cool Bag with Crockery Set & Blanket and a 50 EUR cash prize.

(2) The winner will be randomly selected among all eligible participants on February 14<sup>th</sup>, 2021 at 4 p.m. CET via the "Random Comment Picker" (<https://commentpicker.com>) or another appropriate selection tool chosen by MIRASCON Versicherungsagentur GmbH and if no such tool is available MIRASCON Versicherungsagentur GmbH reserves the right to choose a winner in any way. The winner will be notified via Facebook or Instagram commentary or in a separate post and will be asked to send an email with truly and duly personal data to an email address of the organizer, within 10 days from the time of the draw. This information may also be used to send the prize.

(3) If no email is received from a winner within the specified deadline, the winner's entitlement expires. In this case, MIRASCON will carry out a new draw.

(4) Only one prize and one winner for the whole giveaway campaign. Therefore, there is one payout prize for the drawing of the winner, merged from all entitled participants from MIRASCON's Facebook and Instagram pages. The prize is neither transferable nor can the prize be exchanged.

(5) If circumstances arise beyond organizer's control, the respective winner accepts a reasonable replacement. Such circumstances are in particular those under control of the organizer of the contents of the draw.

(6) Delivery of the prize is only available to an address inside Germany. This could also be an APO address of a military installation in Germany.

(7) MIRASCON Versicherungsagentur GmbH will send the prize directly to the winner's provided German address by mail. By transferring the prize to a carrier, the risk of loss passes to the winner. We are not responsible for delivery damages or failure. MIRASCON may choose to transfer the prize (picnic backpack and 50 EUR cash amount) either in person or by any other

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means as per MIRASCON's discretion. If the winner agrees to the payment method chosen by MIRASCON, the winner will incur all additional costs associated with the selected payment method (bank fees, etc.).

(8) If there is no entitled winner, MIRASCON Versicherungsagentur GmbH reserves the right to dispose of the prize in any manner necessary.

## 4. Rights of use

(1) By accepting the prize, the winner agrees that we may use his name and/or the user alias for advertising purposes related to this giveaway campaign. Advertising purposes means the use of consented content for publication at online and offline media.

(2) The winner is required to provide a photo and/or video clip while unboxing the prize and showing the prize and themselves, in selfie video or selfie photo, to the camera. If MIRASCON deems the video or photo to be insufficient, MIRASCON may request a new video or photo until we are satisfied with all aspects of the video or photo. The winner agrees to send at least one picture with allowance for MIRASCON to release on the MIRASCON pages on Facebook and Instagram and on the MIRASCON website.

(3) The consent of the winner concerning the use of the pictures and/or video clip can be withdrawn after a minimum publishing period of 6 months.

## 5. Liability and Waiver

(1) If the participant uploads photos, the participant guarantees that he will not send any content, the provision, publication or use of which violates applicable law or the rights of third parties.

(2) The participant indemnifies MIRASCON against claims of any kind resulting from the transmission of photos. The participant fully indemnifies the organizer from any legal defense costs (such as court and attorney's fees).

(3) By participating in the campaign, the participant releases MIRASCON Versicherungsagentur GmbH, Facebook and Instagram from all and any liabilities.

## 6. Exclusion

(1) A violation of these conditions of participation entitles us to exclude the respective participant from participation. This applies in particular if the participant makes false statements or if photos or other content used (for example, comments) infringe applicable law or the rights of third parties. The same applies to comments that can be regarded as glorifying violence, offensive, harassing, degrading, or otherwise offend against the social sense of propriety.

(2) If the excluded participant is an already drawn winner, the prize can be subsequently revoked.

## 7. Early termination and changes

MIRASCON reserves the right to terminate in full or in part or modify the giveaway at any time. Reasons might be technical (e.g. computer virus, manipulation of or errors in software / hardware) or legal ( e.g. prohibition by Facebook / Instagram) or a proper performance of the giveaway is no longer possible.

## 8. Privacy

The participant may at any time request information about the data stored about his person. Our privacy policy applies accordingly, which is available at <https://www.mirascon.com/privacy-statement/>.

## 9. Final provisions

(1) If the conditions of participation contain ineffective regulations, the validity of the remaining conditions remains unaffected.

(2) German law applies. Regarding the drawing of the winner the recourse to the courts is excluded.