

# **Conditions of participation contest „Sprite x SNIPES“**

## **1) ORGANIZER**

The organizer and promoter of the competition is SNIPES SE, Schanzenstraße 41, 51063 Cologne, Germany (hereinafter “Organizer” or “SNIPES”).

## **2) PARTICIPATION IN THE ONLINE COMPETITION**

The “Sprite x SNIPES” competition will take place from 27.06.2025, 5:00pm to 08.07.2025, 11:59pm. Participation is free of charge and independent of the purchase of goods and services.

### **a) ELIGIBILITY TO PARTICIPATE**

All natural persons who are at least 18 years old and resident in Belgium, Germany, France, Italy, the Netherlands, Austria, Poland, Portugal, Spain or Switzerland (hereinafter referred to as “participants”) may take part in the competition. Only one entry per participant is possible. Participants are responsible for the accuracy of their own contact details. In the event of a breach of the conditions of participation, SNIPES reserves the right to exclude the persons concerned from the competition. SNIPES also has the right, at its reasonable discretion, to subsequently deny prizes in such cases. Employees of SNIPES SE and all companies affiliated with SNIPES SE in accordance with §§ 15 ff. AktG are excluded from the competition.

### **b) PARTICIPATION**

Participation in the competition is achieved as follows: The participant must enter their first and last name, e-mail address and date of birth at <https://www.snipes.com/contestform>, subscribe to the SNIPES newsletter, confirm the conditions of participation and submit the form. Participation is complete upon subsequent confirmation of the double opt-in e-mail.

### **c) Entry Deadline**

The closing date for entries is 08.07.2025, 11:59pm.

### **3) PRIZES**

There are 12 Sprite x SNIPES product packages to be won. 6 packages have a value of 434 zł each, the other 6 packages have a value of 364 zł each. SNIPES is entitled to determine the exact composition of the packages. The prize cannot be paid out in cash and cannot be exchanged. The prize cannot be transferred to third parties. The organizer reserves the right to replace the prize with a similar prize of equal or greater value.

### **4) DETERMINATION AND NOTIFICATION OF THE WINNERS**

12 participants in the competition can each win a Sprite x SNIPES product package. The winners will be drawn at random from all participants. The winner will be contacted by e-mail by 30.07.2025. To redeem the prize, the winner must send their details to SNIPES within 48 hours. The drawn winner is solely responsible for the transmission of his/her data. In the event that the data is incorrect or incomplete, SNIPES reserves the right to draw a new winner. In the event that the above conditions are not met, it is up to SNIPES to decide whether the prize will be forfeited.

### **5) CANCELLATION**

SNIPES reserves the right to cancel the competition at any time without prior notice for important reasons. Cancellation for good cause may occur in particular for technical reasons or for legal reasons, especially if the proper execution of the production or the competition can no longer be guaranteed. Liability towards the participants is excluded in this respect. If such a termination was caused by the intentional behavior of a participant, SNIPES may demand compensation from the participant for the resulting damage.

## **6) LIABILITY**

- a) SNIPES always strives to provide correct and up-to-date information. Despite the utmost care, no guarantee is given for the accuracy and completeness of the content of the websites listed here and/or these conditions of participation. SNIPES is not liable for misuse of the winning prize or non-compliance with the conditions of participation by the winner.
- b) Participation in the competition is at your own risk. SNIPES SE and its affiliated companies are not liable for damages resulting from participation in the competition. This exclusion of liability does not apply to intent or gross negligence and does not apply to damage to life, limb or health.

## **7) GENERAL PROVISIONS**

- a) Insofar as individual provisions of these conditions of participation are or become invalid, this shall not affect the validity of the remaining conditions of participation. Legal recourse is excluded.
- b) SNIPES reserves the right to process and store the participants' data in accordance with the data protection provisions attached here.
- c) A cash payment, change or exchange of the prize is not possible. The right to participate is not transferable.
- d) These conditions of participation and the entire legal relationship between the participants and SNIPES shall be governed exclusively by the law of the Federal Republic of Germany.

## **Privacy Policy**

### **Information according to article 13 GDPR:**

#### **Person responsible for data collection:**

Snipes SE, Schanzenstr. 41, 51063 Köln

#### **Contact details of the data protection officer:**

Martin Hölscher, address as above,

E-Mail: [privacy@snipes.com](mailto:privacy@snipes.com)

#### **The following personal data was collected from you:**

First name, last name, e-mail, date of birth, postal address, clothing size

#### **Purposes for which the personal data is to be processed:**

Contacting for prize processing and shipping by SNIPES or third parties commissioned by SNIPES.

Storage of the information in the customer profile for the sending of personalized advertising.

#### **Legal basis of processing:**

Art. 6 para. 1 GDPR a): Consent of the data subject to the processing of personal data concerning you for one or more specific purposes.

Art. 6 para. 1 GDPR f): Processing is necessary for the purposes of the legitimate interests of the controller or a third party, unless such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require the protection of personal data, in particular where the data subject is a child

#### **Recipients or categories of recipients of the personal data:**

Trusted employees of SNIPES SE or third parties authorized by SNIPES SE for prize processing.

## **Duration of storage of personal data**

### **or, alternatively, criteria for determining this duration:**

Customers without a newsletter subscription and without an online account: Two weeks after the prize has been sent to the winner, the personal data will be destroyed. This does not apply to film recordings made of the winner during the event.

Customers with a newsletter subscription / online account: The previously collected data is stored permanently as long as the newsletter subscription / online account exists. If there is no activity for 2 years, the data is automatically deleted.

### **Right of data subjects affected by data processing:**

You have a right to information from the controller about the personal data concerned (Art. 15 GDPR) as well as to rectification (Art. 16 GDPR) or erasure (Art. 17 GDPR) or to restriction of processing (Art. 18 GDPR) or to data portability (Art. 20 GDPR) as well as a right to object to processing (Art. 21 GDPR). Please direct your inquiries in this regard to the data protection officer named above.

If the data processing is based solely on Art. 6 para. 1 a) GDPR, i.e. you have given your consent to the collection and processing of data, you are entitled to withdraw your consent at any time, but without affecting the lawfulness of processing based on consent before its withdrawal.

You also have the right to lodge a complaint with the competent supervisory authority. This is the State Commissioner for Data Protection and Freedom of Information of North Rhine-Westphalia, Kavalleriestr. 2-4, 40213 Düsseldorf, Tel.: 0211-38424-0, Fax: 0211-38424-10, E-Mail: [poststelle@ldi.nrw.de](mailto:poststelle@ldi.nrw.de).

In the case of participation in the draw, the provision of your personal data is necessary in order to grant you the right of first refusal if you win, which would otherwise not be possible.

There is no automated decision-making in relation to the evaluation of your personal data.