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# Terms and Conditions of Participation for the TelePart World Cup raffle on facebook

# Organiser

The organiser of the Bonus Campaign is TelePart Distribution GmbH, Zeller Str. 17, D-73271 Holzmaden, hereinafter "TelePart" or "the Organiser".

### Participation / eligibility

These Terms and Conditions of Participation apply to the raffle on Facebook. TelePart reserves the right to exclude participants from the raffle in the event of a breach of these Terms and Conditions of Participation.

All persons and/or companies who are registered and active customers of TelePart at the time of the closing date (June 28<sup>th</sup> 2018) are eligible to participate. There is no charge for participating in the raffle.

#### Period of the campaign

The raffle will take place from June 14<sup>th</sup> 2018 until June 28<sup>th</sup> 2018. It is only within this period that the criteria relevant for taking part at the raffle can be satisfied. The drawing of the raffle will take place after the conclusion of the World Cup on July 16<sup>th</sup> 2018.

# Bonus points / bonuses

A XIAOMI Amazfit Pace Smartwatch, worth about EUR 120.- (RRSP), will be raffled.

Any eligible TelePart customer is allowed to post the name of the team he believes will win the Football World Cup under one of the World Cup raffle posts.

After the conclusion of the raffle (July 16<sup>th</sup> 2018), one of the participants will be drawn and, if eligible, will receive a notification via Facebook. The winner must provide his valid TelePart customer number and confirm the receipt of the prize. If one of them is not possible, the prize will be forfeited and a new winner will be determined.

Prizes in kind may be substituted by TelePart in its discretion (Section 315 of the German Civil Code) by equivalent prizes in kind or cash bonuses, if collecting the prize in kind is impossible or is associated with unreasonable effort for procurement or provision. Prizes in kind may deviate from the prize depicted in the images provided by TelePart, in particular with respect to model, colour, or configuration. The deviating product must be equivalent to the product depicted in the image provided by TelePart.

TelePart will ship the prize at its own cost within Europe, but the participant must bear any other expenses exceeding the cost of shipping, in particular customs duties and levies. Shipment is not made until payment of these costs has been ensured by the participant.

If a prize in kind is shipped, TelePart assumes no liability for the deterioration or loss of the item. The participant bears the risk of deterioration and accidental loss. The participant has no claim to insured shipment.



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### **Exclusion of conversion/liability**

Any claim to cash payment or an exchange of the prize is excluded; this applies also to any assignment of prizes to third parties.

The liability of TelePart and its vicarious agents is limited to culpable intent and gross negligence.

### **Exclusion from participation**

TelePart reserves the right to exclude participants from participation in the raffle if they have breached these Terms and Conditions of Participation and/or attempted to improperly influence the course of the raffle. If this should be ascertained after determination of the prize or after it has been sent, TelePart will retrospectively invalidate the prize and demand it to be returned.

TelePart may exclude from this raffle those participants who have been in arrears of payment since the start of the campaign period until the prizes in kind have been determined or those with whom legal disputes are being conducted in court or out of court.

#### **Final clauses**

The applicable law is the law of the Federal Republic of Germany.

If individual provisions of these Terms and Conditions of Participation are or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be substituted by an appropriate provision which comes closest to the purpose of the invalid provision.

