

## Terms and conditions of participation:

- 1. The following terms and conditions govern participation in the contest as part of the INHORGENTA Public Choice Award Voting, organized by Messe München GmbH, Exhibition Center, 81823 Munich (trade fair: INHORGENTA MUNICH) (hereinafter referred to as "Messe München") on the @inhorgenta\_munich Instagram channel (https://www.instagram.com/inhorgenta\_munich/). By taking part in the contest, participants accept the following terms and conditions:
- 2. The contest is staged on behalf of the organizer by the agency haebmau AG, Franz-Joseph-Str. 1, 80801 Munich (hereinafter referred to as "haebmau").
- 3. Natural persons aged 18 and above and resident in Germany are eligible to participate.
- 4. The prize that can be won is: Two tickets to the INHORGENTA AWARD Gala at BMW Welt in Munich on February 16, 2020
- 5. The contest commences at 10:00 a.m. on January 23, 2020, and ends at 11:59 p.m. on February 6, 2020.
- 6. Participants must do the following in order to take part in the contest:
  - a. Go to the website <a href="https://info.forms.messe-muenchen.de/award-voting-schmuck">https://info.forms.messe-muenchen.de/award-voting-schmuck</a> and vote for their favorite piece of jewelry by February 6, 2020. They must complete the form for that and confirm their e-mail address so that their vote counts.
  - b. Go to the website <a href="https://info.forms.messe-muenchen.de/award-voting-uhren">https://info.forms.messe-muenchen.de/award-voting-uhren</a> and vote for their favorite watch by February 6, 2020. They must complete the form for that and confirm their e-mail address so that their vote counts.
- 7. Employees of the organizer and haebmau are not allowed to participate. Persons are not allowed to participate multiple times. Anyone who uses impermissible aids or otherwise obtains or tries to obtain an advantage through manipulation or attempted manipulation shall also be excluded from participating.
- 8. The winner will be determined by draw on February 7, 2020, and notified by e-mail. If the winner does not respond within 3 working days of being notified, he/she shall forfeit the prize and a new winner will be drawn. All information as part of this contest shall be provided solely by the organizer. The contest has no connection with Facebook/Instagram, nor is it sponsored, supported or organized in any way by that platform. Participants shall indemnify Facebook/Instagram against any liability.
- 9. The personal data collected in connection with this contest (with the exception of any photos/comments that may be posted) shall be used solely to handle the contest, shall not be disclosed to third parties, and shall be erased when the contest ends, unless there are statutory obligations to retain the data. The legal basis for data processing is performance of a contract (Article 6 (1) point (b) GDPR) and the participant's consent (Article 6 (1) point (a) GDPR).
- 10. The winner can obtain information and access to the data, object to use of his/her data and demand its erasure at any time. That can be done simply by writing to Messe München GmbH, Messegelände, 81823 Munich (trade fair: INHORGENTA MUNICH) or sending an e-mail to info@inhorgenta.de. After a participant withdraws consent, his/her collected and stored personal data shall be deleted without undue delay.
- 11. You can find more information on the subject of data protection at https://www.haebmau.de/imprint#datenschutz or https://inhorgenta.com/de/rechtliche-informationen/datenschutz/.
- 12. Cash shall not be paid in lieu of the prize. The organizer shall be liable without limitation if the cause of damage is due to intent or gross negligence on its part. The organizer shall be liable for violating cardinal obligations through slight negligence, where such violation jeopardizes achievement of the purpose of the contract, or for the violation of obligations, the fulfillment of which is a fundamental requirement for proper staging of the contest and which participants may usually expect to be complied with. In such a case, however, the organizer shall be liable only for foreseeable damage that is typical of the contract. The organizer shall not be liable for violation of obligations other than those specified in the above sentence through slight negligence. The above limitations to liability shall not apply to damage due to intent or gross negligence, damage due to injury to life, body or health, a defect where warranties for the qualities of a product have been assumed, or for concealment of defects with intent to deceive. Liability under the German Product Liability Act (*Produkthaftungsgesetz*) shall remain unaffected.
- 13. Availability of the contest throughout the duration of the campaign cannot be ensured, since the



- campaign is held on Facebook/Instagram and the organizer has no influence on that platform's (technical) availability.
- 14. The organizer reserves the right to interrupt or end the contest on technical or legal grounds without the need to give prior notice or state the reasons for doing so.
- 15. The organizer's decision is final, i.e. there is no recourse to the courts of law.
- 16. Costs: If you win the two tickets for the INHORGENTA AWARD Gala, we point out that you yourself must pay the costs of traveling to and from it, as well as any accommodation expenses.