# Participation terms for the Voucher Campaign

# § 1 Promotion / raffle

This promotion is organised by Delticom AG, Brühlstraße 11, 30169 Hanover, Germany (hereinafter also referred to as the "Operator"). Participation in the promotion is subject exclusively to the terms and conditions stated here. By participating in the promotion, the user accepts these participation terms.

# § 2 Participation terms for the promotion

In order to take part in the promotion, the participant needs to purchase a set of winter or all-weather tyres, complete wheels or rims from eiretyres.com, enter their full name and contact details (email address and phone number) in the order form provided and tick the "Entering the promotion" box on the order confirmation page.

The promotion will run from 15.12.2021 (00:00) until 31.12.2021 (24:00) www.eiretyres.com.

The person in whose name the email address is registered is deemed eligible to participate. The participant is responsible for providing the correct address. Participation in the promotion is free of charge.

Each participant will receive a 10% voucher for a purchase at eiretyres.com at the end of the campaign. The value of 10% refers to the purchase value of the order in which it is redeemed. The voucher can be redeemed until December 31, 2021 and may be passed on to third parties. Payment in cash or material goods is excluded.

The personal data of the participants will only be collected and processed for the purpose of the promotion and will be deleted after the promotion has been completed. Notification and transmission of the voucher will take place via email 30 days after the end of the campaign period.

## G2. Participants

Participation is open to persons aged 18 years and over who are permanent residents of the IE. To participate in the promotion, it is essential that all personal information provided is true and correct. Delticom employees and their relatives are not eligible to participate in the promotion.

#### §3 Exclusion from participation

The operator is entitled to exclude individual persons from participation if there are justified reasons, e.g. violation of the participation terms, duplicate participation, improper influencing of the promotion or other manipulations. In such cases, prizes may also be subsequently withdrawn and reclaimed.

## §4 Liability; third party software

Any liability of Delticom is limited to intent and gross negligence. Delticom is not liable for any potential manipulations or interventions concerning the course of the campaign or its evaluation. Injuries to life, body and health are excluded from this exclusion of liability.

The operator is not liable for problems or technical malfunctions of telephone networks or telephone connections, online network systems, servers, providers, computer hardware or software, emails and entries received due to technical problems or traffic overload of the Internet, the telephone network or a website or a combination of the above. Furthermore, the operator is not liable for damage to hardware or software of the participants caused by or resulting from participation in the promotion. The operator is not liable for defects or damage to the prize.

## §5 Data protection

Delticom AG, Brühlstraße 11 in 30169 Hanover, is the data protection officer within the meaning of Article 4 No. 7 of the EU General Data Protection Regulation (GDPR). You can contact our data protection officer by email at datenschutz@delti.com or by letter at the above postal address: keyword "Data Protection".

Participation in the campaign requires the participant to place an order for the above-mentioned products, stating his or her name, address, e-mail address and telephone number. The order may not be placed by a third party. By ticking the box "Participate in voucher campaign", the participant expressly agrees to Delticom storing the data required to carry out the campaign for the duration of the campaign.

For the purpose of participation and carrying out the campaign, we process personal data that we have already collected on the basis of your purchase in our online shop. We process the following personal data:

- First and last name
- Email address

The legal basis for all of the aforementioned data processing is Art. 6 para. 1 b) GDPR ("Performance of contract"). We process the personal data for the purpose of carrying out the campaign.

The personal data collected for the purpose of carrying out this campaign will be stored for three years from the

beginning of the following year in accordance with the statutory limitation periods (criterion of storage). The permissibility of the storage follows from Art. 6 para. 1 f) GDPR ("Legitimate interest"). It is our legitimate interest to store the data for the purpose of legal defence until the statute of limitations of possible claims of the participants from the campaign has expired. Data processing is limited to verification purposes.

You have rights under data protection law (so-called data subject rights), in particular a right to object to the abovementioned data processing, a right to information and deletion. In this context, Delticom AG refers to the corresponding data protection information for further information: <u>https://www.eiretyres.com/legalNotice</u>

#### §6 Changes to the rules for participation

The operator reserves the right to change the conditions of participation at any time. In this case, the operator is obliged to explicitly point out these changes for future participations.

### §7 Termination of the promotion/exclusion from the campaign

The operator reserves the right to terminate or suspend the promotion for important reasons at any time without prior notice. This applies in particular if the processing cannot be carried out as planned for technical or legal reasons or if there is any manipulation or attempted manipulation that affects the proper execution. If any such termination is caused by the behaviour of a participant, the operator is entitled to demand compensation from this person for the damage incurred. Employees of Delticom or companies affiliated with Delticom within the scope of §§ 15 ff of the German Stock Corporation Act (Aktiengesetz) and their relatives as well as other persons involved in the conception and implementation of this campaign are excluded from participation.

#### **§8** Limitation of liability

Liability of the operator (irrespective of the legal grounds) exists only if damage was caused by culpable breach or is attributable to intent or gross negligence. If the operator is liable in accordance with the above paragraph for the breach of a material contractual obligation without intent or gross negligence, liability shall be limited to the extent that the operator could typically expect at the time of the conclusion of the contract on the basis of the circumstances known at that time. The above limitations of liability or exclusions do not apply in the event of culpable injury to life, limb or health, to liability under the Product Liability Act or in the event of a contractually agreed obligation to indemnify regardless of fault or if the relevant circumstance giving rise to liability was fraudulently concealed. Insofar as the liability of the operator is excluded or limited in accordance with the provisions of this exclusion of liability, this shall also apply to the personal liability of organs, employees, representatives and vicarious agents. The operator accepts no liability for any damage, loss, injury or disappointment caused by participation in the promotion or by the receipt of the prize. The Operator is not liable for problems or technical malfunctions of telephone networks or connections, online network systems, servers, providers, computer hardware or software, emails and entries received due to technical problems or overloading of the Internet, the telephone network or a website, or any combination of the above. Furthermore, the operator is not liable for any damage to hardware or software of the participants caused by or resulting from participation in the promotion.

#### §9 Additional information

Legal recourse is excluded. Should any provision of these participation terms be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions of these participation terms and conditions. Instead of the invalid provision, the legally permissible provision that comes closest in economic terms to the meaning and purpose expressed in the invalid provision shall apply. The same applies in the event that these conditions of participation contain an unintentional loophole. The place of performance and jurisdiction is Hanover, insofar as an agreement to this effect is permissible. Participation in the campaign is exclusively subject to the terms and conditions set out here.