

TERMS OF PARTICIPATION FOR THE CHIO AACHEN CAMPUS PRIZE DRAW

Regarding the participation and execution of the prize draw on the @chioaachencampus Instagram page ("**Prize Draw**"), exclusively the following terms apply ("**Terms of Participation**"). For reasons of simplicity, exclusively the male form is used in these terms of participation, nevertheless in each case the term equally applies to female and diverse people:

1. **Organiser**

- 1.1. The prize draw is exclusively organised by the Aachen-Laurensberger Rennverein e.V. (ALRV), Albert-Servais-Allee 50, 52070 Aachen ("**Organiser**").
- 1.2. This prize draw is not connected to Instagram. It is in no way sponsored, endorsed or organised by Instagram and does not create any legal claims against Instagram. All information relating to this prize draw is provided exclusively by the organiser.

2. **Prize draw entry period:** The prize draw runs from 15.04.2025, 0:00 a.m. until 21.04.2025, 24:00 p.m. ("**Prize draw entry period**").

3. **Eligibility to participate**

- 3.1. Exclusively natural, legally competent persons, who have reached the age of 18, are entitled to take part in the prize draw. The organiser reserves the right to request proof of age and to refuse participation (if necessary retroactively) if this is not presented.
- 3.2. There is no entitlement to participate in the prize draw. Participation in the prize draw is voluntary and free of charge.
- 3.3. Employees of the organiser and of Aachener Reitturnier GmbH as well as their family members are excluded from taking part in the prize draw. All persons involved in the conception and implementation of the prize draw as well as their family members are not eligible to participate in the prize draw. Participation via competition agencies or other third parties, who charge a fee for their services, is not permitted.
- 3.4. The organiser reserves the right to exclude persons from participation at its own discretion if there are legitimate reasons, in particular (a) in the event of manipulation in connection with access to or the execution of the prize draw, (b) in the event of unfair behaviour or (c) in the case of false or misleading information in connection with participation in the prize draw. Clauses 9 and 10 remain unaffected.

4. **Scheduled course of the prize draw**

- 4.1. Participation encompasses leaving a comment under the posting of 15.04.2025 on the Instagram channel chioaachencampus.
- 4.2. On participating in the prize draw, the participant explicitly accepts these terms of participation.
- 4.3. Only comments received within the entry period of the prize draw will be accepted.

- 4.4. Each person may only participate once. It is strictly forbidden to use multiple accounts to increase one's chances of winning. Violations will result in immediate exclusion from the prize draw.
- 4.5. Comments, the content or form of which violate the rights of third parties or applicable law, will not be taken into account and may lead to prosecution.

5. Prize

- 5.1. The prize consists of 1x2 tickets for the Live-Training with Isabell Werth on September 20th, 2025.
 - 5.2. After the entry deadline, a winner will be drawn at random from among all participants.
 - 5.3. The prize is non-transferrable (please particularly note Clause 9 in this connection) and cannot be paid out in cash. Likewise, the prize is also not exchangeable. The participant is responsible for any possible taxation of the winnings.
6. **Changing the prize:** The organiser reserves the right to change the prize at any time without notice. The participant is not entitled to make any claims (e.g. compensation) if the prize is changed by the organiser.
7. **Postponement/termination/cancellation:** The organiser is entitled to terminate, postpone or, if necessary, cancel the event in the case of unforeseen occurrences that make it impossible to execute the event.
- 7.1. If the time or location of the event is changed, the prize remains valid. In this case, the participant can return the prize free of charge (an email suffices). The participant is not entitled to any claims (e.g. damages or reimbursement of expenses). This also applies if an event is terminated.
 - 7.2. If the event is cancelled, in accordance with the requirements of a responsible association or authority, or has to take place in whole or in part under the exclusion of spectators, the prize will be forfeited without replacement. In such cases, the organiser is not liable for the participant's wasted expenses (e.g. wasted travel and accommodation costs).
8. **Notification and delivery of the prize**
- 8.1. After the prize draw has ended the winner will be informed promptly via a reply to their comment or in the form of a direct message.
 - 8.2. The participant must contact us within two days after notification of the win has been sent. If the participant does not respond within two days after notification of the win, a new winner will be chosen.
 - 8.3. If the winner has provided contact options and these are incorrect (e.g. email address), the organiser is not obliged to determine the correct data. Any costs/disadvantages resulting from providing incorrect contact details will be borne/dealt with by the winner.
 - 8.4. The prize will be sent to the winner. The organiser can choose the shipping route at his own discretion. The organiser will cover any costs incurred for shipping the prize.
 - 8.5. The winner can be published with their full name.

9. **Ban on further distribution:** The prize will be awarded exclusively for private, non-commercial use by the participant. Industrial or commercial resale or use is prohibited and remains the sole right of the organiser. The participant is particularly prohibited from
- offering the prize for sale or selling it publicly, especially at auctions or on the Internet (e.g. on eBay, classifieds, Facebook) or on sales platforms not authorised by the organiser (e.g. viagogo, etc.); or
 - selling or distributing the prize to commercial or commercial resellers or ticket retailers; or
 - using or causing the prize to be used commercially or commercially without the express prior written consent of the organiser, in particular for the purposes of advertising, marketing, as a bonus, as a promotional gift, as a prize or as part of an unauthorised hospitality or travel package.

In the event of a violation of this regulation, the organiser is entitled not to deliver the prize to the participant prior to handing it over or shipping it, to block the respective tickets and to refuse the participant access to the showgrounds without compensation or to expel him or her from the showgrounds as well as impose an appropriate contractual penalty of up to EUR 2,000 upon the participant.

10. **Violation of the terms of participation:** If the terms of participation are violated or there is reasonable suspicion of a violation by the participant, the organiser is entitled to exclude the respective participant with immediate effect. In such case, the organiser is entitled to withdraw the prize or, if necessary, demand it back.
11. **Early termination of the prize draw:** The organiser reserves the right to cancel or end the prize draw at any time for an important reason without prior notice and without giving reasons. An important reason exists in particular if the proper execution of the prize draw can no longer be guaranteed for technical or legal reasons. Claims for damages are excluded in this case.
12. **Liability:** The organiser is only liable for damages caused to the winner due to material or legal defects in the event of fraud, intent or gross negligence; otherwise, liability for material or legal defects is excluded, unless the violation is an obligation that is essential for achieving the purpose of the contract (cardinal obligation). In this case, the organiser is liable for any foreseeable damage that might typically occur. The organiser bears unlimited liability for culpably caused damage to a person's life, body or health.
13. **Showground regulations:** The participant will be sent the showground regulations of the organiser together with the delivery of the prize. The participant accepts these regulations as binding and undertakes to comply with the relevant regulations.
14. **Additions and changes:** In the event of a change in the market conditions or the legal situation or supreme court case law, the organiser is entitled to add to or

change these terms of participation, provided that taking the interests of the organiser into account the change is reasonable for the participant. All changes shall be announced to the participant. The additions or changes are deemed to have been approved if the participant has not objected to them in writing or online in the manner specified (e.g. by email) within four weeks of receipt of the changes or additions, provided that the organiser has explicitly stated this assumption of approval in the notification.

15. **Governing law, legal recourse:** German law applies. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. Legal recourse is excluded. The place of jurisdiction, to the extent permitted, is Aachen.
16. **Final provision:** If individual clauses of these terms of participation are or become invalid, in whole or in part, this will not affect the validity of the remaining clauses or the remaining parts of such clauses. If a provision is invalid, the parties must negotiate in good faith to replace it with a provision that comes closest to the economic purpose of the invalid provision. The same also applies to an omission within these terms of participation.

Aachen, April 2025

Notes on Data Protection

1. **Data processing:** Insofar as personal data is provided by participants and collected as part of the prize draw, it shall be collected and processed by the organiser exclusively for the purpose of executing the prize draw (including notifying participants and dispatching the prize). The data will also only be passed on to third parties, partners or service providers of the organiser in order to carry out the prize draw.
2. Beyond this, the personal data is generally not processed or used unless the participant has consented to its further processing or storage, a corresponding legal obligation of the organiser exists or it is in the legitimate interest of the organiser, in particular with regards to defending himself against legal claims. The legal basis for data processing is article 6, para. 1, sent. 1b, 1c and 1f and - if the participant gives his consent - 1a of the GDPR.
3. **Storage:** As soon as the competition has ended and the participant has not won, all data collected will be completely deleted after 6 months, unless a longer storage period is required for contractual or legal reasons. The winner's data will be stored for 10 years in accordance with art. 6, para. 1, sent 1c of the GDPR due to tax and commercial law storage and documentation obligations (pursuant to German Commercial Code, German Penal Code or Tax Code) in accordance with §147, para. 1 of the Tax Code (AO) for booking documents and stored for 6 years for business documents in accordance with §257, para. 1 of the German Commercial Code (HGB).
4. **Special note regarding Instagram:** The organiser is conducting the prize draw via the social networks Instagram and/or Facebook and in this context uses the related services of Meta Platforms Ireland Ltd., 4 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland ("**Meta**"). When taking part in the prize draw, the personal data provided and any additional data of the participant (in particular his IP address) will also be processed by Meta. The information can be used by Meta to provide the organiser, as the operator of a Facebook or Instagram page, with statistical information about the use of the respective page, such as gender and age distribution. In addition, Meta can show the participants further information or advertisements on Instagram or Facebook according to their respective preferences. In this case, the organiser, together with Meta, is responsible for the data processing operations in the sense of art. 26 of the GDPR.
Meta provides further information on this subject on Facebook under the following link: <http://de-de.facebook.com/help/pages/insights>.
The organiser has therefore concluded a joint responsibility agreement with Meta, also for the execution of the prize draw, in accordance with art. 26 (1) of the GDPR, the so-called Page Insights Controller Addendum.

Further information on data processing by Meta can be found in Meta's data protection guidelines: <https://help.instagram.com/519522125107875> or <https://de-de.facebook.com/privacy/policy/>.

5. Rights of the persons affected: Participants are entitled to the rights of the persons affected in accordance with art. 15-21 of the GDPR as well as the right to lodge a complaint with the responsible data protection authority in accordance with art. 77 of the GDPR; In particular, they have the right to request information about the data stored about themselves and/or to object to the storage and/or use of their data with future effect and to request the deletion or blocking of their personal data.

5. Contact Data:

Responsible for data processing:

Aachen-Laurensberger Rennverein e.V.

Executive Board: Philip Erbers, Birgit Rosenberg

Albert-Servais-Allee 50, 52070 Aachen

E-Mail: info@chioaachen.de

Tel.: +49-(0)241 – 9171-0

Fax: +49-(0)241 – 9171-199

Contact details of the Data Protection Officer:

datenschutz@chioaachen.de

You also have the possibility to file a complaint with the supervisory authority:

State Representative for Data Protection North Rhine-Westphalia

Kavalleriestr. 2-4, 40123 Düsseldorf

Tel.: +49-(0)211 – 384240

E-Mail: poststelle@ldi.nrw.de

- 6. Further Information:** Further information on the organiser's data protection policy can be found at https://www.chioaachen.de/de/datenschutz_erklaerung/.

Aachen, April 2025