



General conditions of participation and privacy information for design contests

These general conditions of participation apply to design contests run by sprd.net AG (hereinafter referred to as "Spreadshirt"), Gießerstr. 27, 04229 Leipzig, Germany. Conditions and provisions in connection with the respective contest – e.g. on the web page of the design contest – shall prevail over these general conditions of participation.

1. Participation and prize

Information on how to participate in the design contest as well as any prize(s) can be found in the additional conditions of the contest.

2. Participation requirements and implementation of the design contest

- (a) People over the age of 18 who have a Partner Account with Spreadshirt are entitled to participate.
- (b) The design contest is carried out in two stages, and the periods of each stage are determined in the additional conditions. Initially, a design contest takes place in which the Spreadshirt Partner is given the opportunity to submit a design in relation to the contest's topic. In their Spreadshirt Account, participants need to submit a design relevant to the topic and publish this design on Spreadshirt's Marketplace until a deadline specified in the additional conditions.
- (c) From all submissions, ten designs will be selected by a Spreadshirt jury. The selected designs will be published on the Spreadshirt Facebook page <https://de-de.facebook.com/spreadshirt.de/> for voting. The winners of the design competition are those whose submissions received the most votes ("reactions") from visitors on the Spreadshirt Facebook page. The following criteria are to be taken into account when the jury chooses a design and visitors to the Spreadshirt Facebook page vote: Appearance on the product (article), creativity, originality, relevance to topic.
- (d) It does not cost participants anything to take part in the design contest or claim their prize.
- (e) The granting of usage rights to the designs in favour of Spreadshirt takes place solely on the basis of further contractual agreements between Spreadshirt and the participant, e.g. the Spreadshirt Partner Terms and Conditions. Participation in the design competition does not grant Spreadshirt any additional rights of use.

3. Processing

- (a) When the contest is over, the winners will be informed promptly in an email sent to the email address they have stored in their Partner Account. They will be asked to accept the prize and – if applicable – provide their bank details. After accepting the prize, prize money will be transferred to the bank account specified; voucher codes will be sent to the email address stored in the Partner Account.
- (b) The winner will forfeit their prize if they fail to confirm their acceptance of it within 14 days. Should the contact information provided be incorrect (e.g. invalid email address), Spreadshirt shall not be obliged to investigate the correct address. Any disadvantages resulting from the provision of incorrect contact information will be at the expense of the participant.
- (c) Prize claims are non-transferable. The participant may refuse the prize. In this case, a new winner will be determined.

4. Responsibility and indemnification

- (a) Spreadshirt is not required to inspect designs submitted by the participant for potential third-party violations. However, Spreadshirt is entitled to reject designs which it considers are in violation of the law or common decency.
- (b) The participant releases Spreadshirt from any liability towards third parties which may have arisen as a result of the content submitted by the participant. You agree to support Spreadshirt in every reasonable manner in defending itself against such claims.

5. Premature termination

Spreadshirt reserves the right to terminate a contest early or to change the course of the contest at any time, either in full or in part, even without observing deadlines, if it is not possible to guarantee the correct implementation of the contest for technical reasons (e.g. computer virus, software/hardware manipulation or error) or legal reasons.

6. Exclusion from participation

- (a) Employees of Spreadshirt or affiliated companies as well as direct family and household members of such employees are excluded from participation.
- (b) In the event of a violation of these conditions of participation, Spreadshirt reserves the right to ban a participant from taking part in the contest. This applies in particular to participants who provide incorrect information or whose submitted designs violate the law or third-party rights.

7. Privacy information

- (a) Responsible for processing personal data is sprd.net AG, Gießerstraße 27, 04229 Leipzig, Germany. You can reach us using the following contact details: Phone: + 49 341 59 400 5900; Fax: +49 341 59 400 5499; Email: privacy@spreadshirt.net. You can reach our external data protection officer at ISiCO Datenschutz GmbH, Am Hamburger Bahnhof 4, 10557 Berlin, Germany; telephone + 49 (0) 30 213 002 850 or e-mail: berlin@isico-datenschutz.de
- (b) For the execution and handling of the design competition, we process the following personal data from you: Username. For the handling of winnings, we process the following personal data from you: Name, the e-mail address you stored in the partner account, and – if applicable – your bank details. Processing of the above data is necessary for the execution of the design competition and the handling of prizes. In the event of aforementioned data not being available, participation in the design competition is not possible. The legal basis for processing your personal data is Art. 6 para. 1 lit. b DS-GVO (General Data Protection Regulation).
- (c) If the respective legal requirements are met, you have the following data protection rights with regard to your personal data: Right of access, right to receive a copy, right to rectification or cancellation, right to completion, right to limitation of processing, right to object to processing and right to transfer data. You also have the right to lodge a complaint with a data protection supervisory authority about our – or our partners' – processing of your personal data. The data protection supervisory authority responsible for Spreadshirt is: Saxon Data Protection Commissioner, Bernhard-von-Lindenau-Platz 1, 01067 Dresden.
- (d) Your personal data will be processed by us as long as this is necessary for the execution and handling of the design competition. In the event of a win, the data can also be processed on the basis of commercial and tax law requirements (standard period of ten years). Not affected by the above is the processing of personal data on the basis of a further legal relationship with you, in particular the processing on the basis of a contract with you as a Spreadshirt partner.

8. Facebook: information and conditions

- (a) Apart from these conditions of participation, the relationship between Spreadshirt, the participant and Facebook is governed by Facebook's own conditions of participation (see <https://www.facebook.com/terms.php>) and privacy policy (see <https://www.facebook.com/privacy/explanation>).
- (b) Participants are not entitled to assert any claims against Facebook in connection with the usage of the contest application or their participation in the contest.
- (c) Neither a contest application nor the contest itself is in any way sponsored, supported or organised by Facebook, and nor is it connected with Facebook in any way whatsoever.

- (d) All information and data submitted by the participant when using a contest application, or collected from them in the course of their participation in the contest, will be made available to Spreadshirt only and not to Facebook.
- (e) Any inquiries or information concerning the contest should be directed to Spreadshirt and not to Facebook.

9. Final provisions

- (a) Should any provision of these conditions be or become invalid, this shall not otherwise affect the validity of the contract.
- (b) The law of the Federal Republic of Germany shall apply, excluding provisions under private international law.