

conditions of participation

Participation in the competition of **HEWI Heinrich Wilke GmbH, Prof.-Bier-Str. 1-5, 34454 Bad Arolsen, Germany**, hereinafter referred to as the "Operator", is free of charge and is governed exclusively by these conditions of participation.

Procedure of the raffle

The duration of the competition extends from 14.01.2019, 09:00 o'clock to 31.03.2019, 23:59 o'clock. During this period, it is possible to take part in the competition online.

attendance

In order to participate in the competition, it is necessary to fill in and send the entry form. Participation is only possible within the participation period. Submissions received after the deadline will not be considered for the draw. The uploading of file media is not mandatory for participation.

Only one submitted registration per participant takes part in the competition. It is prohibited to use multiple email addresses to increase your chances of winning. An irregular or repeated participation of a participant in the competition will result in his exclusion from the competition.

eligible participants

The competition is open to all natural persons who are resident in the territory of the European Union and have reached the age of 18. The participation is not limited to customers of the organizer and does not depend on the purchase of goods, services or the registration to receive a newsletter of the operator. Should a participant be restricted in his legal capacity, the consent of his legal representative is required.

Not entitled to participate in the lottery are all persons and employees of the operator involved in the conception and implementation of the lottery.

In addition, the operator reserves the right to exclude persons from participation at its own discretion, for example (a) in the event of suspicion of manipulation in connection with access to or execution of the competition, (b) in the event of violations of these conditions of participation, (c) in the event of unfair conduct or (d) in the event of false or misleading information in connection with participation in the competition.

Prize, notification and transmission of the prize

The following prizes will be awarded:

5 start packages of the Smart Writing Set from Moleskine.

The winners will be determined within 14 days of the closing date for entries in a random draw among all participants. The investigation shall be conducted in camera.

The prize will be handed over exclusively to the winner or his legal representative. An exchange, a collection by the customer, a cash payment of the material assets or an exchange of the profit are not possible. The profit is not transferable. The winner accepts necessary changes to the prize due to other factors beyond the operator's control.

The winners will be notified in text form by e-mail. The notification takes place without guarantee.

In this context, the operator will ask the winner for information on the operating system used, since the prize will be transmitted in the version technically equipped for the operating system

used. If a winner does not respond within two weeks of sending the notification by replying to the email address provided, the winning claim will be forfeited and the prize will be drawn again. If the new winner does not respond in time, the prize is forfeited. The participant is responsible for the correctness of the email address provided, the organizer is not obliged to investigate.

Prizes will be sent to the winner at the address indicated. The risk passes to the winner when the profit is lost to the postal shipping company. The operator is not responsible for delivery damages.

Any costs incurred for the shipment of the prizes shall be borne by the operator. Additional costs associated with the utilisation of the profit shall be borne by the winner. The winner himself is responsible for any taxation of the prize.

End of the raffle

The organizer expressly reserves the right to terminate the competition without prior notice and without giving reasons. This applies in particular to any reasons that would disrupt or prevent the scheduled running of the competition.

Copyright to image and text; declaration of indemnity

By pressing the button provided for uploading files and/or after entering text in the field provided for this purpose and the final confirmation via the button provided for this purpose, the participant assures the operator, within the framework of an independent guarantee promise, that he is the owner of all and exclusive rights to the transmitted text and media material, in particular and expressly that there are no rights of third parties in this regard.

The Contractor shall be irrevocably and fully released by the Client from any obligation to check whether any rights of third parties are infringed. Nevertheless, the operator reserves the right to have the participant submit appropriate proof of the required authorizations in individual cases. If this proof cannot be provided by the client, the exclusion from the lottery can be the consequence.

Should a claim be made against the operator as a result of an alleged or actual infringement of the rights of third parties, the participant undertakes to indemnify the operator or its vicarious agents against all claims made against them by third parties to the full extent at first request. The Customer undertakes to indemnify and hold the Contractor harmless in this respect and also to fully indemnify the Contractor against any legal costs incurred by him.

Granting of rights of use to images and text

By pressing the button provided for uploading files and/or after entering text in the field provided for this purpose and the final confirmation via the button provided for this purpose, the participant grants the operator a spatially, temporally and in terms of content unrestricted, free right of use to the transmitted media and texts in relation to including commercial use. The grant of rights is not subject to any conditions on the part of the participant.

liability

Any liability for damages on the part of the operator and its organs, employees and vicarious agents arising from or in connection with the lottery, regardless of the legal basis, is limited to cases of intent or gross negligence to the extent permitted by law.

data protection

For the participation in the raffle the indication of personal data is necessary. The participant

affirms that the personal details provided by him/her, in particular first name, surname and e-mail address, are true.

The organiser points out that all personal data of the participant will neither be passed on to third parties nor made available to them for use without their consent.

The participant agrees to the publication of his name, abbreviated first name and/or surname and/or place of residence in the advertising media used by the organizer. This includes the announcement of the winner on the operator's website and social media platforms.

The participant can revoke his declared consent at any time. The revocation is to be addressed to the contact data of the organizer indicated in the imprint area. After revocation of the consent the collected and stored personal data of the participant will be deleted immediately.

Applicable law

Questions or complaints in connection with the lottery must be addressed to the operator. Contact possibilities can be found in the imprint area.

The raffle of the operator is subject exclusively to the law of the Federal Republic of Germany.

Legal recourse is excluded.

Severability clause

Should any provision of these conditions of participation be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the legally permissible provision which comes as close as possible to the economic meaning and purpose expressed in the invalid provision. The same applies in the event of a loophole in these Terms and Conditions of Participation.

The HEWI Heinrich Wilke GmbH team wishes you good luck and success.