

# Participation Conditions for the TeamViewer Raffle

## 1 General

- 1.1** The TeamViewer Raffle (hereinafter called the “**Raffle**”) and the subsequent prize draw (hereinafter called the “**Prize Draw**”) is organized by TeamViewer Germany GmbH, Bahnhofplatz 2, 73033 Goeppingen, Germany (hereinafter called “**TeamViewer**”).
- 1.2** The Raffle is solely open to everyone who is attending TeamViewer sponsored roadshows, fairs and other events and who is at least eighteen (18) years old at the time of entry (together, the “**Participants**”). Participation in the Raffle is voluntary and free of charge.
- 1.3** Employees of TeamViewer and its affiliates, as well as their immediate family members, are ineligible to participate.
- 1.4** The prizes are indicated in the landing page description.
- 1.5** By participating, the Participant agrees with these Participation Conditions. Winning a prize is contingent upon fulfilling all requirements set forth herein.

## 2 Conditions for Participation, Participation Period

- 2.1** The participation period for the Raffle is described on the landing page description (the “**Participation Period**”).
- 2.2** To participate in the raffle, participants may follow the instructions indicated in the landing page description.
- 2.3** Every Participant may only participate once in the Raffle. Any attempt to obtain more than one participation by using multiple/different email addresses, identities, or any other methods will void that Participant’s participation and TeamViewer reserves the right, at its sole discretion, to disqualify the Participant. Use of an automated system to participate is prohibited and will also result in disqualification.

## 3 Prize Draw

- 3.1** The Prize will be described on the landing page.
- 3.2** After expiry of the Participation Period, TeamViewer will select the winner.
- 3.3** Every winner will be notified by email or phone. The prizes will either be sent as indicated on the landing page description, e.g. per email, to the participant’s home address or has to be picked up by the winners.
- 3.4** In the event that the winner is disqualified for any reason or does not respond to TeamViewer’s notification until the next day at noon TeamViewer may in its discretion award the prize to an alternate winner by drawing winners from all remaining eligible entries. Only two (2) substitute raffles will be held, after which the prize will no longer be awarded.
- 3.5** The winner is responsible for all taxes and fees associated with the prize receipt and/or use thereof as well as for all ancillary costs which might arise.
- 3.6** The prizes will not be subject to any substitution or replacement acquisitions. The prizes are non-exchangeable, non-transferable, and are not redeemable for cash or other prizes.

## 4 Data Privacy

- 4.1** The Participant must provide a valid email address and/or phone number in order to be informed in the event of winning a prize, send details about the receipt of the prize. Personal data will only be disclosed to the extent it is required and permitted by law or the Participant has consented to such processing. If and insofar as TeamViewer uses the help of third-party service providers to conduct the Raffle (e.g. IT service providers)

or to provide the prizes, the processing of Participant's personal data will be compliant with the provisions of the General Data Protection Regulation ("GDPR").

- 4.2** By participating in this Raffle, Participant agrees that TeamViewer may mention the winner with a photo on TeamViewer social media accounts, in the TeamViewer community and/ or other TeamViewer channels.
- 4.3** Participation in the Raffle without providing the necessary personal data is impossible.
- 4.4** Information on the processing of the personal data of the Participants is available from TeamViewer under <https://www.teamviewer.com/en/privacy-notice>.

## 5 Limitation of Liability

- 5.1** TeamViewer is liable according to the statutory provisions if TeamViewer has acted intentionally or grossly negligently. In cases of simple or slight negligence, TeamViewer is liable - subject to milder liability standards according to the law (e.g. Care in own affairs, *diligentia quam in suis*) - only:
  - 5.1.1** in the event of damage resulting from death, health or personal injury; or
  - 5.1.2** if this negligence violates an essential contractual obligation (cardinal obligation, an obligation the fulfillment of which makes the proper execution of the competition possible in the first place and on the observance of which the participant was entitled to rely), whereby the liability is limited to typical damages foreseeable at the time of notification of these Conditions.
- 5.2** The exclusions and limitations of liability in Section 5.1 also apply to damages caused by persons for whom TeamViewer is liable in accordance with the statutory provisions. The exclusions and limitations of liability in Section 5.1 do not apply if TeamViewer has fraudulently concealed a defect or if the Product Liability Act prescribes mandatory liability that cannot be excluded.

## 6 Miscellaneous

- 6.1** Participation in the Raffle constitutes acceptance of these terms and will be subject to the laws of Germany. Such governing laws are exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. The exclusive place of jurisdiction will be Stuttgart, Germany.
- 6.2** Should any of the provisions contained herein be or become invalid, this will not affect the validity of the remaining Participation Conditions.
- 6.3** TeamViewer reserves (i) the right to cancel the Raffle at any time without prior notice at its sole discretion; (ii) the right to cancel, suspend and/or modify the Raffle, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Raffle, as determined by TeamViewer in its sole discretion; (iii) the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Raffle or to be acting in violation of these Participation Conditions of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Raffle may be a violation of criminal and civil law, and, should such an attempt be made, TeamViewer reserves the right to seek damages from any such person to the fullest extent permitted by law. TeamViewer's failure to enforce any term of these Participation Conditions shall not constitute a waiver of that provision.
- 6.4** TeamViewer further reserves the right to change or amend these Participation Conditions. Any changes to these Participation Conditions will be notified in advance by email to the last given email address. They will be deemed approved unless objected to within one month as of the receipt of such notification. This will be pointed out once again in the notification.
- 6.5** Recourse to courts of law is excluded.