

**Flexyfit®**

Flexyfit® Plus GmbH



## Teilnahme

Die Teilnahme ist erst ab Vollendung des 18ten Lebensjahres möglich. Der Kauf eines Produktes ist nicht Voraussetzung für die Teilnahme am Gewinnspiel. Es gelten die aktuellen Teilnahmebedingungen. Siehe Website [www.flexyfitacademy.com](http://www.flexyfitacademy.com)

### Conditions of participation and data protection information - Competition/Flexyfit® Plus GmbH

These conditions of participation and data protection information (hereinafter collectively referred to as "conditions of participation") apply to participation in our competitions and contests that refer to them (hereinafter referred to as "competition(s)"). The Terms and Conditions of Participation contain rules, including rules for participation, information on prizes and on the processing of participants' data and their rights of objection and revocation. The terms used are not gender-specific.

#### 1. reference to the competition announcement

Details of the entry requirements, actions to be taken, the duration of the competition, individual sections of the competition and any prizes may also be provided in the descriptions made available to participants as part of the competition. These detailed descriptions take precedence over the conditions of participation.

#### 2 Definition of the term "content"

"Content" within the meaning of these terms and conditions of participation is all content and information uploaded, entered or otherwise communicated by the participants as part of the competition, such as photos, graphics, videos, texts, comments or information on places and people

#### 3. age restriction

Participation is only possible from the age of 18.

#### 4. local restriction

Participation requires that you have your domicile, registered office or place of habitual residence in the region(s) listed below:

- European Union
- Switzerland, Serbia, Bosnia and Herzegovina, Liechtenstein, Great Britain, Scotland, Northern Ireland

#### 5. further entry criteria

The following entry requirements and restrictions apply to our competition:

Exclusion of employees and other participants: Excluded from participation are our employees and the employees of our sponsors who are or were involved in the creation or processing of this competition, as well as their spouses or partners, parents, children, siblings or persons living in the same household, provided that they were aware or should have been aware of the aforementioned involvement of the employees with the competition.

Newsletter consent: Participation in the competition is only open to those persons who agree to receive our newsletter.

The purchase of a product is not a prerequisite for participation in the competition.

#### 6 Start and end of the competition

Start of the competition and end of the competition: see announcement

Premature termination: We reserve the right, without prejudice to the rights of previous participants and subject to reasonable criteria, to terminate the competition prematurely without giving reasons, in particular due to external circumstances and constraints, with effect for the future, to adapt it or to adjust these conditions of participation. External circumstances and constraints include, in particular, technical problems, legal changes or mandatory measures by third parties that are beyond our control.

#### 7. information on prizes

In the following, we will inform the participants about the prizes we have raffled off and their modalities. It should be noted that there are two different types of prize draws (prize draw & prediction game)

Raffle: The number of the winning ticket is decisive for a possible win. The winners are selected at random. The draw will be broadcast live via social media (see announcement). No personal data will be published, only the ticket numbers.

Prediction game: All those who have submitted the correct prediction will win the advertised prize. The winners will be notified by e-mail after the end of the competition

#### 8. further information on prizes

Please note the further information on prizes:

Exclusion of transfer and payment of prizes: The prize claim is not transferable. Winnings cannot be paid out in cash or exchanged.

#### 9. notes on warranty and liability

We would like to point out that the competition and the prizes are voluntary services on our part, for which the same scope of warranty and liability does not apply as, for example, in the case of a purchase of the raffled prizes independent of the competition. Limitations of warranty for prizes: We are not liable for items and services won that are

not offered by us, subject to our own fault in accordance with the provisions in the liability information in these conditions of participation. In all other respects, the warranty and guarantee conditions of the respective providers of the items and services apply, insofar as these do not restrict the participants and can be transferred by us to the participants. Deviations for prizes: The prizes shown in the competition description may differ from the items or services presented to the winners, provided that they are equivalent in terms of the prizes described from the perspective of an average participant. According to this provision, there may be deviations with regard to model, color, location, etc.

Liability: The following exclusions and limitations of liability apply to our liability for damages, notwithstanding the other statutory requirements for claims.

Insofar as liability on our part is excluded or limited, this shall also apply to the personal liability of our employees, representatives and vicarious agents as well as to the liability of the sponsor(s). We shall be liable for the slightly negligent breach of essential obligations, the breach of which jeopardizes the achievement of the purpose of the contract, or for the breach of obligations, the fulfillment of which is essential for the proper execution of the competition and on the observance of which the contractual partners regularly rely (so-called cardinal obligations). In this case, however, we shall only be liable for the foreseeable damage typical for the contract. We are not liable for the slightly negligent breach of the obligations mentioned in the above sentences by others. We shall be liable without limitation insofar as the cause of the damage is based on intent or gross negligence. In the event of a grossly negligent breach of duty by our vicarious agents, the aforementioned limitations shall apply to the slightly negligent breach of material duties. The above limitations of liability shall not apply in the event of injury to life, limb or health, for a defect following the assumption of quality guarantees for the quality of a product and in the event of fraudulently concealed defects. Liability under the Product Liability Act remains unaffected.

Legal recourse: Legal recourse is excluded with regard to the drawing of the winners and the possible evaluation of the competition entries submitted.

#### 10. registration for the newsletter

We only send newsletters, emails and other electronic notifications with advertising information (hereinafter "newsletter") with the consent of the recipient or with legal permission. If the content of the newsletter is specifically described when registering for the newsletter, it is decisive for the user's consent. Otherwise, our newsletters contain information about our services and us.

To subscribe to our newsletters, it is generally sufficient to provide your e-mail address. However, we may ask you to provide a name so that we can address you personally in the newsletter, or other information if this is necessary for the purposes of the newsletter.

Registration for our newsletter is always carried out in a so-called double opt-in procedure. This means that after registering, you will receive an e-mail asking you to confirm your registration. This confirmation is necessary so that no one can register with other people's e-mail addresses. Subscriptions to the newsletter are logged in order to be able to prove the registration process in accordance with legal requirements. This includes storing the time of registration and confirmation as well as the IP address. Changes to your data stored with the mailing service provider are also logged.

We may store the unsubscribed e-mail addresses for up to three years on the basis of our legitimate interests before we delete them in order to be able to prove that consent was previously given. The processing of this data is limited to the purpose of a possible defense against claims. An individual request for erasure is possible at any time, provided that the former existence of consent is confirmed at the same time. In the event of obligations to permanently observe objections, we reserve the right to store the e-mail address in a blacklist solely for this purpose.

The registration process is logged on the basis of our legitimate interests for the purpose of proving that it has been carried out properly. If we commission a service provider to send e-mails, this is done on the basis of our legitimate interests in an efficient and secure mailing system.

The newsletter is sent on the basis of the consent of the recipient or, if consent is not required, on the basis of our legitimate interests in direct marketing, if and to the extent that this is permitted by law, e.g. in the case of advertising to existing customers. If we commission a service provider to send e-mails, this is done on the basis of our legitimate interests. The registration process is recorded on the basis of our legitimate interests in order to prove that it was carried out in accordance with the law.

Performance measurement: The newsletters contain a so-called "web beacon", i.e. a pixel-sized file that is retrieved from our server when the newsletter is opened or, if we use a mailing service provider, from their server. As part of this retrieval, technical information, such as information about the browser and your system, as well as your IP address and the time of retrieval, is initially collected.

This information is used for the technical improvement of our newsletter based on the technical data or the target groups and their reading behavior based on the retrieval locations (which can be determined with the help of the IP address) or the access times.

This analysis also includes determining whether the newsletters are opened, when they are opened and which links are clicked. For technical reasons, this information can be assigned to individual newsletter recipients. However, it is neither our intention nor, if used, that of the mailing service provider to observe individual users. Rather, we use the evaluations to recognize the reading habits of our users and to adapt our content or to send different content according to the interests of our users.

#### **11. data protection information**

We process personal data (hereinafter also referred to as "data") of participants in competitions and contests only in compliance with the relevant data protection regulations, insofar as the processing is necessary for the provision, implementation and handling of the competition (Art. 6 para. 1 sentence 1 lit. b. GDPR), the participants have consented to the processing (Art. 6 para. 1 sentence 1 lit. a GDPR) or the processing pursuant to Art. 6 para. 1 sentence 1 lit. f GDPR serves our legitimate interests in the security of the competition or in protecting our interests against misuse.

Participants' data will only be transmitted to other bodies if this is necessary for the implementation of the competition (e.g. for the dispatch of prizes by sponsor(s) or to technical service providers or agencies commissioned in connection with the implementation) or if a participant has consented to the transmission.

As part of the competition, we inform participants which of their details are required for participation.

Participants' data will be deleted as soon as the competition has ended and the data is no longer required to inform the winners or because queries about the competition are to be expected. In principle, participants' data will be deleted no later than 6 months after the end of the competition. Winners' data may be retained for longer, e.g. in order to answer queries about the prizes or to fulfill the prize payments; in this case, the retention period depends on the type of prize and is up to three years for items or services, e.g. in order to be able to process warranty claims. Participants' data may also be stored for longer, e.g. as part of (data protection-compliant) reporting on the competition in online and offline media or in the case of entries published on social media.

If data has also been collected for other purposes as part of the competition, its processing and the retention period will be based on the data protection information for this use (e.g. in the case of registration for the newsletter as part of a competition).

If we otherwise process your data or provide additional information on the processing of your data, we will provide a link to our privacy policy and refer you to it.

As data subjects, participants are entitled to various rights under the GDPR, which arise in particular from Art. 15 to 21 GDPR:

- **Right to object:** you have the right to object, on grounds relating to your particular situation, at any time to processing of personal data concerning you which is based on point (e) or (f) of Article 6(1) GDPR, including profiling based on those provisions. If the personal data concerning you are processed for direct marketing purposes, you have the right to object at any time to the processing of personal data concerning you for such marketing, which includes profiling to the extent that it is related to such direct marketing.
- **Right to withdraw consent:** You have the right to withdraw any consent you have given at any time.
- **Right to information:** You have the right to request confirmation as to whether the data in question is being processed and to information about this data as well as further information and a copy of the data in accordance with the legal requirements.
- **Right to rectification:** You have the right to request the completion of data concerning you or the rectification of inaccurate data concerning you in accordance with the legal requirements.
- **Right to erasure and restriction of processing:** In accordance with the legal requirements, you have the right to demand that data concerning you be erased immediately or, alternatively, to demand that the processing of the data be restricted in accordance with the legal requirements.
- **Right to data portability:** You have the right to receive the data concerning you, which you have provided to us, in a structured, commonly used and machine-readable format in accordance with the legal requirements or to request its transmission to another controller.
- **Complaint to the supervisory authority:** You also have the right to lodge a complaint with a supervisory authority, in particular in the Member State of your habitual residence, place of work or place of the alleged infringement if you consider that the processing of personal data relating to you infringes the GDPR. personal data concerning you infringes the GDPR.

#### **Organizer**

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