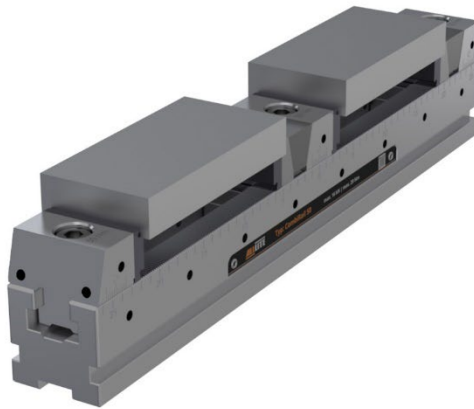


# Conditions of participation AMB competition:



(1) ALLMATIC- Jakob Spannsysteme GmbH, represented by the Managing Director Herbert Mayr, Jägermühle 10, 87647 Unterthingau (hereinafter referred to as Allmatic) is organising a competition as part of the AMB 2024 trade fair in Stuttgart. Participation in this competition, its realisation and processing are governed by the following provisions.

(2) The participant recognises these conditions of participation by taking part in the competition.

## **I. Contract text**

### **II Eligibility to participate**

(1) All persons with unlimited legal capacity who have reached the age of 18 at the time of participation are eligible to participate.

(2) Minors under the age of 14 are not permitted to participate in accordance with the Bavarian sweepstake statutes. Should a minor under the age of 14 nevertheless participate and possibly win, we would like to point out that we are not permitted to distribute any prizes to them.

### **III. Persons not authorised to participate/offences**

(1) All employees of Allmatic and their relatives and dependants and partners are excluded from participating in the competition. Commercial users and non-natural persons, in particular so-called competition entry services, competition clubs or automated services, are also excluded from participation.

(2) Participants who violate the conditions of participation or who have provided false information in the course of participation or who have obtained an unfair advantage may be excluded from the competition. In addition, Allmatic reserves the right to subsequently deny and reclaim prizes from unauthorised participants.

### **IV. Participation in the competition**

(1) Participation is free of charge. The purchase of products or the utilisation of services from Allmatic is not a prerequisite for participation in the competition and has no influence on the outcome of the competition.

(2) Participation is only possible at the trade fair. Participation is possible by placing the participant's business card in the lottery pot: There will be a prize in accordance with para. 3.

(3) The winner determined by lot will receive

1x AllLite CombiRail 50 L400 incl. 1x fixed jaw and 2x wedge jaw with a total value of €1,714. As an alternative to the main prize, the winner can opt for an Allmatic shop voucher with a value of €1714.00. The voucher cannot be combined with other discounts and promotions

(4) The prize distribution in accordance with the above paragraphs will take place on 17/09/2024 at 14:00 on the LinkedIn account "ALLMATIC-Jakob Spannsysteme GmbH". The closing date for entries is Saturday, 14/09/2024 at 15:00.

(5) Only one prize is possible per participant.

### **V. Notification of winnings**

- (1) The winner will be determined subject to eligible participation in accordance with Sections II to IV. The winner will be determined and contacted via LinkedIn on 17 September 2024. The prize will then be sent to the winner by post.
- (2) The winner will be announced without guarantee.
- (3) There is no entitlement to a cash payment of the prize. The claim to the prize is not transferable. An exchange and warranty rights regarding the prize are excluded.
- (4) If circumstances arise for which we are not responsible, the respective winner shall accept an appropriate replacement prize. Such circumstances for which we are not responsible are in particular those for which the sponsors of the prizes are responsible.

## **VI Data protection**

### **§ 1 Information on the collection of personal data**

- (1) In the following, we provide information about the collection of personal data when participating in our competition. Personal data is all data that can be related to you personally, e.g. name, address, e-mail address.
- (2) The controller pursuant to Art. 4 (7) of the EU General Data Protection Regulation (GDPR) is ALLMATIC-Jakob Spannsysteme GmbH, represented by the Managing Director Herbert Mayr, Jägermühle 10, 87647 Unterthingau, Germany
- (3) If we use contracted service providers for individual functions of our offer or would like to use your data for advertising purposes, we will inform you in detail below about the respective processes and name the specified criteria for the storage period.

### **§ 2 Your rights**

- (1) You have the following rights vis-à-vis us with regard to your personal data:
  - Right of access, - Right to rectification or erasure,
  - right to restriction of processing, - right to object to processing,
  - right to data portability.
- (2) You also have the right to complain to a data protection supervisory authority about the processing of your personal data by us.

### **§ 3 Collection of personal data in the context of our competition**

- (1) We collect the following data for participation in the competition and for notification of the prize:
  - First name and surname - Company - Address - Email address - Telephone numberThis is mandatory information. They are used for the purpose of organising and running the competition and to check the accuracy of the data. The legal basis is Art. 6 para. 1 sentence 1 lit. b) and f) GDPR. The legal basis for the processing of voluntary data is Art. 6 para. 1 sentence 1 lit. a) GDPR.
- (2) By participating in the competition, the participant agrees that his/her full name may be published on the ALLMATIC LinkedIn account for the purpose of reporting on the prize. Allmatic's legitimate interest lies in the media evaluation of the competition. The legal basis for this is Art. 6 para. 1 lit. f) GDPR.
- (3) Allmatic is authorised to forward the data to third parties who are commissioned with the implementation and processing of the competition for the respective purposes (delivery, claiming the prize). The legal basis for this is Art. 6 para. 1 lit. f) GDPR.
- (4) By participating in the competition, the participant also agrees that the data collected may be stored for the purpose of deepening the business exchange that took place at the trade fair stand. This purpose constitutes the legitimate interest of Allmatic pursuant to Art. 6 para. 1 lit. f) GDPR. If this results in a contract, the personal data will be stored until the end of the statutory retention period for merchants and then deleted.  
The storage of data beyond the duration of the competition can be explicitly objected to at the time of participation or subsequently revoked in accordance with (5).
- (5) You can declare your cancellation regarding the voluntary data at any time by sending us an e-mail to [marketing@allmatic.de](mailto:marketing@allmatic.de)

## **VII Miscellaneous**

- (1) Neither the promotion, the content transmitted, made available or produced with it, nor the competition documents and their content, in whole or in part, may be used in any way commercially or in business dealings. Neither the use of the promotion, nor the content transported or produced with it, nor access to the websites or content may be offered to third parties, either in return for payment or as part of sponsored services. The contents of the competition may not be distributed or kept in stock for distribution or any other commercial use.
- (2) Participation in the competition and the content transported or produced with it does not make you an employee or supplier of Allmatic.

## **VIII. Exclusion of liability**

- (1) Allmatic is not liable for any lost, damaged or delayed prize, in particular warranty claims for material defects and/or defects of title are excluded.

(2) Claims for damages are excluded, irrespective of the legal grounds, unless Allmatic, its legal representatives or vicarious agents have acted wilfully or with gross negligence. Allmatic shall only be liable for slight negligence if Allmatic, its legal representatives or executive employees or vicarious agents have breached a contractual obligation that is essential for achieving the purpose of the contract.

(3) This exclusion of liability shall not apply in the event of claims for damages resulting from injury to life, limb or health or the assumption of a guarantee of quality or fraudulent concealment of defects on the part of Allmatic.

(4) Insofar as Allmatic is liable for slight negligence, the claim for damages shall be limited to the foreseeable damage typical for the contract

(5) The exclusion of liability also applies to Allmatic's affiliated companies and to the personal liability of Allmatic's employees, workers, staff, representatives, shareholders and vicarious agents.

#### **IX. Termination of the competition at any time**

Allmatic may cancel or terminate the competition at any time without prior notice and without giving reasons. Allmatic may exercise this right in particular if it is no longer possible to conduct the competition properly for technical or legal reasons.

#### **X. Final provisions**

(1) Legal recourse is excluded.

(2) These conditions of participation and all legal relationships arising from them are subject exclusively to the law of the Federal Republic of Germany, unless another exclusive place of jurisdiction is prescribed by law.

(3) Should individual provisions of these conditions of participation be or become invalid, this shall not affect the validity of the remaining conditions of participation.