

## **Terms of Participation for the competition “Win an MD-11F Safety Card!”**

### **§ 1 Organizers**

The competition is organized by Lufthansa Cargo AG:

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The competition “Win an MD-11F Safety Card!” is not in any way connected to Facebook or Instagram and is not in any way supported, organised or funded by Facebook or Instagram. Exclusive contact for any questions and concerns regarding this competition is Lufthansa Cargo AG. Participants waive any liability of Facebook or Instagram in connection with this competition and indemnify Facebook or Instagram from any claims in this regard.

### **§ 2 Eligibility**

Participation is free of charge and independent from any purchase of products and/or services from Lufthansa Cargo AG. Participants must be 18 years or older. Employees of Lufthansa Cargo AG and associated companies and their families are not permitted to enter. Lufthansa Cargo AG reserves the right of exclusion of participants as further defined in § 5 below.

### **§ 3 Description of the prize**

The prize is one of eleven original safety cards of a McDonnell Douglas freighter (MD-11F).

The safety cards are originals and unique pieces, and may therefore show signs of usage.

### **§ 4 The competition process**

Participation in the competition is only possible from 10.09.2021 03:00 pm CET until 12.09.2021 11:59 pm CET.

To win one of the original MD-11F safety card as stated in § 3, the participant must 1. subscribe to/like the Facebook and/or Instagram channel (Facebook: <https://de-de.facebook.com/lufthansacargoag/> Instagram: <https://www.instagram.com/lufthansacargoag/>) of Lufthansa Cargo AG and 2. post a comment under the sweepstake posting on the Facebook or Instagram page (closing date for entries: 12.09.2021, 11:59 pm CET). Within the comment the participant must comment with at least three emojis how they feel when they see the MD-11F. A larger number of emojis or additional inputs are also possible.

The version of the comment that is publicly commented at the time of the closing date of the competition (12.09.2021, 11:59 pm CET) will be evaluated. Changes made after the closing date will not be considered.

Multiple comments from the same Facebook/Instagram account will be considered as only one participant.

Eleven winners will be selected from all eligible entries provided until closing date as stated above, delayed entries will not be considered. There will be no notification on the outcome of the promotion; only the winners will be notified. The winners will be chosen by a jury and will be informed by private message within one week from the closing date, to which the participant expressly agrees by participating in the competition. The raffle will not take place under the supervision of a notary. The announcement of the winners takes place without guarantee. The winner will be requested to agree to the [privacy notice](#) and afterwards send an e-mail to an e-mail address specified in the announcement, in which personal data is transmitted in an orderly and truthful manner. This information will be used to deliver the prize. If we do not receive the agreement to the privacy notice and an e-mail from a winner within one week from the date of sending the winning notification, the winning claim expires.

Only one prize per participant is possible. The prize is neither transferable nor can it be exchanged or paid out in cash. The prize may not be passed on to a third party. If circumstances occur for which we are not responsible, the respective winner accepts a reasonable replacement prize. The prizes will be sent to the winner by post to the specified address within a month. The risk passes to the winner when the prize is handed over to a delivery company. We are not responsible for delivery damages.

## **§ 5 Exclusion of participants**

A violation of these conditions of participation entitles us to exclude the respective participant from participation. This applies in particular if the participant makes false statements or if used photos or other contents (e.g. comments) violate applicable law or the rights of third parties. The same applies to comments that can be regarded as offensive, harassing or degrading or in any other way violate social decency or glorify violence.

Participants who provide false or invalid information may be excluded from the competition at any time. Any entries made using an automated service (competition entry services) will be automatically excluded from the competition.

Also excluded are persons who make use of aids or otherwise gain advantages through manipulation.

Anyone who provides false personal data may be excluded from this action.

In cases permitting the exclusion of participants, vouchers or goods already issued at a later date may also be withdrawn and reclaimed.

## **§ 6 Liability**

Lufthansa Cargo AG is not liable for faulty transmission or loss of data or misdirected or delayed entries or technical problems during participation of any kind. In particular, Lufthansa Cargo AG accepts no liability if the data is not properly entered. The data provided must be correct for appropriate identification to take place. Otherwise, Lufthansa Cargo AG is only liable for intent and gross negligence on the part of its employees and/or vicarious agents or damage caused by the breach of cardinal obligations. The above limitations or exclusions of liability shall not apply in the event of culpable injury to life, limb or health, for liability claims under the Product Liability Act or in the event of a contractually agreed, strict liability obligation or if the relevant circumstance giving rise to liability has been fraudulently concealed. No liability shall be accepted for legal and/or material defects. Warranty is excluded.

## **§ 7 Data Protection**

We are responsible for the collection, processing and use of personal data of the participants, provided that we process these ourselves. We will only use the participant's personal details and other personal data within the framework of the statutory provisions of data protection law. We will store, process and use the information only to the extent necessary for the execution of the competition or with the consent of the participant. The data will be used exclusively for the execution of the raffle and then deleted.

The participant may at any time request information about the personal data stored about him/her. For the rest, our data protection declaration, which is available [here](#) is applied accordingly.

## **§ 8 Other provisions**

We reserve the right to terminate the competition prematurely at any time, even without observing deadlines, in whole or in part, or to modify it in its course, if it is not possible for technical (e.g. computer virus, manipulation of errors in software/hardware) or legal reasons (e.g. prohibition by Facebook/Instagram) to guarantee a proper execution of the competition. This competition and any legal matters that may arise out of or in connection with this competition shall be governed by, interpreted and construed exclusively in accordance with the laws of the Federal Republic of Germany excluding German law's conflict of law rules and excluding the United Nations Convention on Contracts for the International Sales of Goods of April 11, 1980 (CISG). To the extent permitted by law, Frankfurt am Main is agreed as the place of jurisdiction. In case any provision of these conditions of participation should be held invalid for any reason, the remaining of these provisions shall not be affected.

10.09.2021