

# CONDITIONS OF PARTICIPATION FOR PARTNER BANK AG RAFFLE

Conditions of participation for competitions on [https://www.instagram.com/partnerbank\\_ag/](https://www.instagram.com/partnerbank_ag/)

## 1. Scope of application, obligations and costs

These terms and conditions apply when people enter competitions and promotions run by Partner Bank AG, Goethestraße 1a, 4320 Linz (hereinafter referred to as „the Promoter“) on [https://www.instagram.com/partnerbank\\_ag/](https://www.instagram.com/partnerbank_ag/).

This promotion is not affiliated with Instagram and is in no way sponsored, endorsed or organised by Instagram. The recipient of any information provided is not Instagram, but Partner Bank AG. Any questions regarding the competition should be directed to Partner Bank AG, either by email or via Instagram, and not to Instagram.

Participation is free of charge and voluntary and without obligation for the participants. Likewise, the chances of winning are not influenced by any performance of the participants. The legal process is excluded.

## 2. Eligibility

Persons with their main residence in Austria, Germany, Hungary, the Czech Republic, Slovenia and Slovakia aged 18 and over are eligible to participate in competitions and invitations to tender on [https://www.instagram.com/partnerbank\\_ag/](https://www.instagram.com/partnerbank_ag/), with the exception of employees of Partner Bank AG. A person may only participate once per competition.

The organiser reserves the right to demand proof from participants that they meet the above requirements.

If proof is not provided upon request, participants may be excluded from the promotion by the organiser. Furthermore, the organiser reserves the right to exclude participants who violate criminal law, morality or these terms and conditions from participation with immediate effect.

## 3. Third party rights

With their submission to the competition (for example texts, comments, drawings or photographs), participants automatically declare that they do not infringe the rights of third parties, in particular copyrights and personal rights.

## 4. Settlement

Payment of the prize in cash, in kind, its exchange or transfer to other persons is not possible. Notification of the prize will be made within 14 days of the closing date of the Instagram Direct Message promotion. If the winners are not contacted within 14 days, the Promoter reserves the right to select new winners.

If the contact details provided are incorrect (e.g. Instagram name, postal or email addresses), the Promoter is not obliged to investigate correct addresses. Any disadvantages resulting from the provision of incorrect contact details (e.g. incorrect postal or email addresses) will be borne by the participants.

If prizes are found to be faulty or damaged on delivery, the Promoter must be notified within 7 days of the delivery date, otherwise the prize will be deemed to have been accepted as delivered. This does not affect any legal rights of the winners.

#### 5. Data protection information for the competition

The data entered by participants to take part in the competition will only be used for processing and handling the competition, will not be passed on to third parties and will not be used for advertising purposes without the consent of the participants.

#### 6. Changes to the rules and termination of the competition

The organiser reserves the right to terminate or interrupt the competition or prize draw at any time for good cause without notice. This applies in particular to such reasons that would disrupt or prevent the scheduled running of the competition or prize draw.

#### 7. Additional conditions

Additional conditions of participation (for example, type and duration of the competition, type and scope of the prize) will be specified in the respective competition.

Should individual provisions of the conditions of participation be or become invalid, the validity of the remaining conditions of participation shall remain unaffected. They shall be replaced by an appropriate provision that comes closest to the purpose of the invalid provision.

#### 8. Choice of law and place of jurisdiction

Austrian law shall apply to the rules governing the competitions, to the exclusion of the relevant provisions of private international law (including the UN Convention on Contracts for the International Sale of Goods). The place of jurisdiction for these rules is the competent court in Linz a.d. Donau.#