

Terms and Conditions of Participation and Privacy Policy for Superbude Prize Competitions on Facebook

Our competitions are all about having fun and winning great prizes. Nevertheless, a few rules are necessary. So we ask you to read the following Terms and Conditions of Participation carefully – they are binding and final for participation in our competitions.

1 Organisers of the competition

- 1.1. Sole organiser of the competitions for which the following Terms and Conditions of Participation apply is Superbude Hotel Hostel Lounge GmbH, Spaldingstraße 152, 20097 Hamburg.
- 1.2. The competitions are in no way sponsored, supported or (co-) organised by Facebook. Facebook is also otherwise not associated with the competitions organised by the organiser.
- 1.3. The collection of some personal data is necessary in the context of the competition (e.g. the names and addresses of the participants). This data will be collected by the organiser and not by Facebook. You can find more information on this further below in these Terms and Conditions of Participation under No. 7, “Data Protection”.
- 1.4. The organiser is solely responsible for all aspects relating to the competition organised by him. This means that enquiries, comments and complains should also be addressed solely to the organiser (see No. 1.1). For this reason, please do **not** send queries about the competition to Facebook!

2 Scope of applicability, amendments to the Terms and Conditions of Participation

- 2.1 These Terms and Conditions of Participation apply to all competitions of the organiser, to the extent that these are conducted via Facebook. The Terms and Conditions of Participation generally and finally govern the relationship between the organiser and you as a participant.
- 2.2 If written statements beyond these are exchanged or issued – for example, for consent for the publication of a winner’s photo – these apply in addition. In the case of contradictions, the written statements given shall apply. If these prove to be ineffective, these Terms and Conditions of Participation apply.
- 2.3 The organiser does not recognise other terms and conditions of participation if they contradict these Terms and Conditions, unless he expressly agrees to them in writing. This also applies if the organiser carries out the competition without reservation in the knowledge of contrary terms of the participant.
- 2.4 Insofar as the organiser has several language versions of these Terms and Conditions for Participation for certain competitions, only the German version is legally binding.

3 Participation and eligibility

- 3.1 Participation in our competitions is via our company page on the Facebook platform. The URL (Internet address) is: <https://www.facebook.com/superbude.hotels/>

- 3.2 Eligible are all natural persons (i.e. no companies) residing in Germany or neighbouring states, and who are at least 18 years of age at the time of participation. If the organiser has justified doubts as to the fulfilment of these conditions, he can require suitable evidence.
- 3.3 Participation in our competitions is free of charge.
- 3.4 Participation is conditional on the acceptance of these Terms and Conditions of Participation, including the privacy provisions contained therein.
- 3.5 Participation is also conditional on providing correct information for all participant data required for participation.

4 Order, period of the competition

- 4.1 The place, competition period and prizes will be announced separately, for example on our Facebook page at <https://www.facebook.com/superbude.hotels/>.
- 4.2 Participation usually involves “liking” a post or posting a comment with specific content.
- 4.3 After determination of the winner by the organiser, the winner will be notified via the Facebook messaging system. Following acceptance of the win, the respective prize will be sent out to the winner. The prize will be delivered only to the domestic residential address provided.

5 Invalid entries, misuse, exclusion of participation

- 5.1 Valid within the meaning of No. 4.2 are only those “likes” and comments that have been submitted manually and by actual, living persons, and for which no sort of reward or compensation for the participant has been promised or guaranteed.
- 5.2 The use of purchased “likes” or comments, automated “likes” or comments by so-called bots, other types of manipulation of the competition and all unauthorised use of the competition constitute misuse of the competition.
- 5.3 In the case of suspicion of misuse based on actual circumstances (No. 5.2) – for example, an unusually high number of “likes” in a very short space of time – the organiser has the right to exclude the participant in question from the current competition with immediate effect and from all future competitions.
- 5.4 In the case of unforeseen circumstances, the organiser reserves the right to modify the competition in whole or in part or to suspend or discontinue it. Unforeseen circumstances are, in particular, those circumstances that are beyond the control and influence of the organiser, such as computer viruses, disruptions of the platform Facebook, technical problems in the hardware and software of the organiser, cancellation of events irrespective of whether or not this is attributable to the organiser.

6 Data protection

- 6.1 Within the framework of participation in the competition, the only personal data of the participants that is collected, saved and used is that which was provided to the organiser by the participants themselves.
- 6.2 The data referred to under No. 6.1 is only used in the context of conducting the competition, i.e. for identifying and notifying the winners and sending out the prizes.
- 6.3 The responsible body within the meaning of data protection regulations is solely the organiser of the competition named in No. 1.1 (and not Facebook, for example).
- 6.4 In accordance with Section 34 of the Federal Data Protection Act (Bundesdatenschutzgesetz), you have the right to request information on the data saved

about you by the organiser. To the extent that this goes beyond the information already contained in No. 6.1, please direct requests to the organiser (No. 1.1).

7 Limitations of liability, and warranty

- 7.1 The organiser bears unlimited liability for damages caused by the organiser or his vicarious agents intentionally or through gross negligence, in the case of fraudulent concealment of defects, in the case of the express assumption of a guarantee, and for damages resulting from injury to life, limb or health.
- 7.2 For other damage, the organiser is liable only to the extent that an obligation is violated, the fulfilment of which makes the proper execution of the contract possible at all and on the compliance of which the contractual partner can normally rely (cardinal obligation). The liability for damages is limited to such damages as are regarded as being typical for the contract and foreseeable. Any liability pursuant to the Product Liability Act (Produkthaftungsgesetz) remains unaffected. Liability of the organiser beyond that referred to above is excluded.
- 7.3 Extra costs (travel expenses, etc.) have to be borne by the participants.

8 Final provisions

- 8.1 The law of the Federal Republic of Germany applies to the exclusion of the UN Sales Convention.
Should individual provisions of the contract with the user, including this provision, be or become partially or wholly invalid, the validity of the remaining provisions is unaffected. The same applies in the case of a contractual gap.