



General conditions of participation and privacy information for design contests

These general conditions of participation apply to design contests run by sprd.net AG (hereinafter referred to as **“Spreadshirt”**), Gießerstr. 27, 04229 Leipzig, Germany. Conditions and provisions in connection with the respective contest – e.g. on the web page of the design contest – shall prevail over these general conditions of participation.

1. Participation and prize

Information on how to participate in the design contest as well as any prize(s) can be found in the additional conditions of the contest.

2. Participation requirements and implementation of the design contest

2.1 People over the age of 18 who have a Partner Account with Spreadshirt are entitled to participate.

2.2 The design contest is carried out in two stages, and the periods of each stage are determined in the additional conditions. Initially, a design contest takes place in which the Spreadshirt Partner is given the opportunity to submit a design in relation to the contest's topic. In their Spreadshirt Account, participants need to submit a design relevant to the topic and publish this design on Spreadshirt's Marketplace until a deadline specified in the additional conditions.

2.3 A Spreadshirt jury will select ten designs from all entries, based on the following criteria: appearance on the product (article), creativity, originality, relevance to topic. The chosen designs will be featured on Spreadshirt's Facebook page <https://www.facebook.com/spreadshirt/> for a public vote. The winning entries are those which generate the most votes (in the form of reactions) from visitors to Spreadshirt's Facebook page.

2.4 It does not cost participants anything to take part in the design contest or claim their prize.

3. Processing

3.1 When the contest is over, the winners will be informed promptly in an email sent to the email address they have stored in their Partner Account. They will be asked to accept the prize and – if applicable – provide their bank details. After accepting the prize, prize money will be transferred to the bank account specified; voucher codes will be sent to the email address stored in the Partner Account.

3.2 The winner will forfeit their prize if they fail to confirm their acceptance of it within 14 days. Should the contact information provided be incorrect (e.g. invalid email address), Spreadshirt shall not be obliged to investigate the correct address. Any disadvantages resulting from the provision of incorrect contact information will be at the expense of the participant.

3.3 Prize claims are non-transferable. The participant may refuse the prize. In this case, a new winner will be determined.



4. Responsibility and indemnification

- 4.1 Spreadshirt is not required to inspect designs submitted by the participant for potential third-party violations. However, Spreadshirt is entitled to reject designs which it considers are in violation of the law or common decency.
- 4.2 The participant releases Spreadshirt from any liability towards third parties which may have arisen as a result of the content submitted by the participant. You agree to support Spreadshirt in every reasonable manner in defending itself against such claims.

5. Premature termination

Spreadshirt reserves the right to terminate a contest early or to change the course of the contest at any time, either in full or in part, even without observing deadlines, if it is not possible to guarantee the correct implementation of the contest for technical reasons (e.g. computer virus, software/hardware manipulation or error) or legal reasons.

6. Exclusion from participation

In the event of a violation of these conditions of participation, Spreadshirt reserves the right to ban a participant from taking part in the contest. This applies in particular to participants who provide incorrect information or whose submitted designs violate the law or third-party rights.

7. Privacy information

- 7.1 Spreadshirt shall use the personal data it collects in order to run and process the contest. Such data shall not be shared with third parties.
- 7.2 All participants and winners may contact us at any time, free of charge, either in writing or in text form, to request information from Spreadshirt about which of their personal data has been stored by Spreadshirt. Provided the necessary legal conditions are met, participants and winners may also request that we correct, block or delete this data. Participants and winners are free to withdraw any privacy-related consent they have issued.

8. Facebook: information and conditions

- 8.1 Apart from these conditions of participation, the relationship between Spreadshirt, the participant and Facebook is governed by Facebook's own conditions of participation (see <https://www.facebook.com/terms.php>) and privacy policy (see <https://www.facebook.com/privacy/explanation>).
- 8.2 Participants are not entitled to assert any claims against Facebook in connection with the usage of the contest application or their participation in the contest.
- 8.3 Neither a contest application nor the contest itself is any way sponsored, supported or organised by Facebook, and nor is it connected with Facebook in any way whatsoever.
- 8.4 All information and data submitted by the participant when using a contest application, or collected from them in the course of their participation in the contest, will be made available to Spreadshirt only and not to Facebook.



8.5 Any inquiries or information concerning the contest should be directed to Spreadshirt and not to Facebook.

9. Final provisions

9.1 Should any provision of these conditions be or become invalid, this shall not otherwise affect the validity of the contract.

9.2 The law of the Federal Republic of Germany shall apply, excluding provisions under private international law.