

# **Terms & Conditions**

O'NEAL ADVENT CALENDAR RAFFLE 2022

### **Conditions of participation:**

The organizer of the "O'NEAL Advent Calendar raffle" is: O'NEAL GmbH & Co. KG, Erich-Blum-Straße 33, 71665 Vaihingen an der Enz, Germany.

The raffle starts 01.12.2022 and ends 24.12.2022 24h CET.

## § 1 participant

- 1. This free competition is aimed at all persons of legal age residing in Austria, Belgium, Czech-Republic, Denmark, Estonia, France, Finland, Germany, Hungary, Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Slovenia, Spain and Sweden. Only one entry per person is possible.
- 2. Employees of O'NEAL and their relatives are not eligible to participate.
- 3. To participate in the promotion, it is essential that all personal details are true. Otherwise, they may be excluded from the raffle. The participant himself is responsible for the for the correctness of his details.
- 4. Participation is free of charge and independent of the purchase of goods or services.
- 5. The Performance of a stake or the entering into a contractual relationship with O'NEAL is not a prerequisite for participation in this raffle.

#### § 2 Execution and handling

- 1. Participation in the raffle takes place by registering for the O'NEAL Newsletter and sending the completed participation declaration. By clicking the Participation button, you accept these conditions pf participation and confirm that all requirements for participation have been met.
- 2. The winners will be random determined. A cash payment is excluded. Partial redemption not possible. Redeemable only in the respective countries.
- 3. The winners will be drawn at random among all participants by 31.01.2023 at the latest and notified by email. If the winner does not respond within four weeks of the announcement of the prize, the claim to the prize shall lapse and no new winner shall be drawn.
- 4. The organisation and shipping of the goods packages will be carried out by O'NEAL.
- 5. Participants agree that the name and place of residence of the winner will be published on the O'NEAL website.



#### § 3 Disclaimer of liability

- O'NEAL shall only be liable for damages other than those resulting from injury to life, limb and health insofar as these are based on international or grossly negligent actions or on culpable breach of an essential contractual obligation by O'NEAL, it's employees or its vicarious agents. This shall also apply the damages resulting from the breach of duties during contract negotiations as well as from the performance of unlawful acts. Any further liability for damages is excluded.
- 2. Except in the case of wilful or grossly negligent conduct, breach of a cardinal obligation or injury to life, limb or health by O'NEAL, its employees or its vicarious agents, liability shall be limited to the damage typically foreseeable at the time of conclusion of the contact and shall otherwise be limited in amount to the average damage typical of the contract. This also applies to indirect damages, in particular loss of profit.
- 3. The provisions of the Product Liability Act shall remain unaffected.

#### § 4 Premature termination of the raffle

O'NEAL reserves the right to cancel or terminate the raffle at any time without notice and for any reason. O'NEAL may exercise this right in particular if, for technical or legal reasons, it is no longer possible to conduct raffle properly, such as in the event of hacker attacks on the raffle. This does not give rise to any claims for participants.

## § 5 Privacy policy for participation in the competition

- 1. In order to participate in the raffle, it is necessary for the participant to provide the personal data requested during registration.
- 2. O'NEAL will collect, process and use the data provided by the participant for the purpose of conducting the competition.
- Additional information on the subject of data protection, in particular on the collection and use of your data when visiting our website, can also be found in O'NEAL general data protection information at: https://www.oneal.eu/en/privacy

#### § 6 Final provisions

- 1. A cash payment or a possible price replacement is not possible.
- 2. Profit claims are not transferable.
- 3. Legal recourse is excluded.
- 4. Only the law of the Federal Republic of Germany is applicable, excluding the UN Convention on Contracts for the International Sale of goods. Mandatory regulations of the state in which the consumer has his habitual residence remain unaffected.

Thank you for participating.