

General Terms and Conditions of Participation for Social Media Competitions

(Doppelmayr Seilbahnen GmbH and Garaventa AG)

I. General:

1. These General Terms and Conditions of Participation apply to all social media competitions (Facebook, Instagram, LinkedIn) of Doppelmayr Seilbahnen GmbH and/or Garaventa AG, hereinafter referred to as "Organizer". They shall apply in the version valid at the time of participation. The General Terms and Conditions of Participation may be supplemented and/or amended by special terms and conditions of participation, which shall be referred to separately in the respective competition.
2. By participating in the competition, the participant agrees to the following terms and conditions of participation as well as to the special terms and conditions of participation and participation deadlines specified separately for each competition.
3. The competition is organized by Doppelmayr Seilbahnen GmbH, Konrad-Doppelmayr-Strasse 1, 6922 Wolfurt, Austria and/or Garaventa AG, Birkenstrasse 47, CH-6343 Rotkreuz, Switzerland.

II. Eligibility:

1. Natural persons who have reached the age of 18 at the time of participation are eligible to participate.
2. Participation is only possible if the participant does not violate any compliance guidelines applicable to him/her (e.g. gift acceptance guidelines for employees of customers of the organizer).
3. All employees (including their relatives) of Doppelmayr Seilbahnen GmbH and/or Garaventa AG and affiliated companies are excluded from participation. The participation of public officials is also excluded.
4. Participation with forged identities or with identities of third parties is not permitted.

III. Participation:

1. Eligible persons can participate in the competition by taking the actions described in the respective competition (e.g. becoming a follower, liking, or similar).
2. Participation in the competition is only possible during a certain participation period, which will be announced by the organizer in the respective competition.

IV. Prizes:

1. The winner will be chosen at random from all eligible participants within one week of the closing date. The winner will be notified via the comment function or in a separate post. The winner will be asked to contact the organizer within five working days by private message via the social media platform, stating his full name and address, in order to accept the prize. If a winner does not get in touch within this period, the prize will be forfeited.
2. The prize will be delivered by post after the winner has provided the address. If the address given is incorrect or invalid, the organizer is not obliged to find out the correct address. Any disadvantages resulting from the provision of incorrect contact details shall be borne by the participant.
3. The prize will be named separately in the respective competition. The prize presented in the competition, if applicable, is not necessarily identical to the item won, deviations are possible.
4. The prize is neither transferable nor can the prize be exchanged. The legal process and cash payment are excluded. Only one prize is possible per participant. The distribution of the prize will be made by the organizer.

V. Publication:

1. The winner gives his/her explicit consent for the organizer to publish him/her on social media platforms as the winner of the competition, stating his/her first name and the first letter of the last name.

VI. Responsibility for and Rights to the Participant's Content:

1. The participant grants the organizer a free, simple, worldwide valid, permanent, transferable and sublicensable right of use to the content published on social media platform for advertising/communication purposes in connection with the competition, in particular for advertising, presentation as well as documentation of the competition. This includes in particular the right to reproduce, distribute and publicly reproduce the contributions with images or comments.
2. The participant assures that the content published by him/her on the social media platform is free of third-party rights and indemnifies the organizer against third-party claims in this respect. The participant is solely responsible for all content that he/she provides on the social media platform in connection with the competition. The content may not be insulting to other users or third parties and may not defame, harass or harm other users or third parties in any way, violate any (other) third party rights (in particular personal rights, copyrights and ancillary copyrights), advertise for third parties (in the form of links, texts and/or images) and may not contain any disparaging, discriminatory or otherwise exposing items.

VII. Exclusion and Changes/Termination of the Competition:

1. In case of violation of these conditions of participation, the organizer is entitled to subsequently exclude the participant from participation. This applies in particular if an eligibility is not given or false information is provided as well as in case of publication of infringing content by the participant on the social media platform of the organizer. Such content may be deleted by the organizer without further notice. If the excluded participant is a winner who has already been drawn, the prize may be subsequently revoked. A substitute drawing will not take place.
2. The organizer reserves the right to prematurely terminate the competition in whole or in part at any time, even without observing deadlines, or to change its course if it is not possible to guarantee the proper execution of the competition for technical (e.g. computer virus, manipulation of or errors in software/hardware) or legal reasons.

VIII. Liability and Warranty

1. The organizer and its agents are liable, as far as legally permissible, only for direct damage caused by them intentionally or through gross negligence. Any liability beyond this is excluded, except in the case of personal injury. Claims under the Product Liability Act shall remain unaffected.
2. Warranty claims are excluded

IX. Disclaimer:

1. The competition is not connected to the social media platform and is in no way sponsored, supported or organized by it. Each participant releases the social media platform from claims in connection with the competition. All questions, comments or complaints regarding the competition must be addressed to Doppelmayr Seilbahnen GmbH (socialmedia@doppelmayr.com).

X. Data Protection Notice:

1. The organizer, as the person responsible under data protection law, stores, collects and processes the personal data disclosed by the participant himself/herself within the scope of the competition in order to be able to ensure the implementation and handling of the competition.
2. The legal basis for the data processing is Art 6 para 1 lit a, b, c and f DSGVO. The publication of the winner is based on the consent of the participant (Art 6 para 1 lit a DSGVO). The data processing for the handling of the competition is thus carried out for the fulfillment of the contract (Art 6 para 1 lit b DSGVO) and after the end of the competition on the basis of the legitimate interest of the organizer for evidentiary purposes and to comply with legal requirements (Art 6 para 1 lit c and f DSGVO).

3. data will only be passed on if this is necessary within the framework of the competition (e.g. delivery of the prize).
4. the organizer will store and process the personal data of the participants only as long as this is necessary for the implementation of the competition. The winners' personal data will be deleted after three years at the end of the year following the end of the competition. If required by legal retention periods, the data will be stored beyond the three years in accordance with these regulations. Earlier deletion is not possible in order to be able to defend any legal claims.
5. Content published by the participant as part of participation is linked to the participant's social media profile together with his/her name and can thus be permanently accessed via the organizer's page on the social media platform. For this purpose, the participant must observe the settings option for the public visibility of his profile on the social media platform.
6. Further information on data protection and data security as well as on the rights of data subjects can be found in the data protection provisions on the website of the organizer at <https://www.doppelmayr.com/privacy-policy/>.

XI. Final Provisions:

1. Should the conditions of participation contain invalid provisions, the validity of the remaining conditions shall remain unaffected.
2. Austrian law shall apply exclusively, to the exclusion of conflict of laws provisions.
3. For all legal disputes arising from or in connection with these terms and conditions of participation and the competition, the organizer's registered office shall be agreed as the place of jurisdiction, provided that an agreement on the place of jurisdiction is legally permissible.
4. the general and special terms and conditions of participation may be amended by the organizer at any time without prior notice and without stating reasons. Supplements and ancillary agreements must be in writing to be effective.

(Last updated: November 2021)