Conditions of participation "X-MAS competition"

§ 1 Organizer

These conditions of participation apply to the X-MAS GIVEAWAY competition (hereinafter referred to as "competition"), which is organized by Spyra GmbH, Fraunhoferstr. 23h, 80469 Munich (hereinafter referred to as "Spyra").

§ 2 Conditions of participation

- (1) Natural persons who have reached the age of 18 and have their usual place of residence in Germany, Austria or Switzerland are eligible to participate.
- (2) To take part in the competition, the tasks specified in the social media posts must be completed. These are as follows:
- a. Follow the official Spyra channel (Instagram)
- b. Mark the respective post/contribution with a "Like"
- c. Tag another person under the post/contribution
- d. The participant has a double chance of winning if they share the post in their story.
- (3) If a participant completes the above tasks during the period, they expressly agree that they may be contacted by Spyra via the respective social media channel.
- (4) The participant agrees that his/her user name from Spyra's social media will be published on the social platforms (Instagram, Facebook, TikTok, Twitter and YouTube) as well as Spyra's website (https://www.spyra.com) in the course of the prize notification.
- § 3 Execution of the competition
- (1) The competition runs from 01.12.2023 to 17.11.2023 at 24:00 CET. After this time, participation is no longer possible.
- (2) The winner will be selected at random.
- (3) Subsequently, the winner will be contacted by Spyra to discuss the further procedure of the prize transfer.
- (4) If Spyra does not hear back from the winner within 24 hours, a new winner will be selected in accordance with paragraph 2. The previous winner then loses any chance of winning.
- (5) The competition is advertised on the social platforms Facebook, Instagram, YouTube Shorts, Twitter and TikTok, among others, but is not supported by them. They are not connected to the competition.

§ 4 Data protection

- (1) Data will only be collected and used to carry out the competition. In addition, the participant's consent is required to store and use the data beyond the competition.
- (2) Participants' data will only be stored and used for the duration of the competition. After the end of the competition, the data will be deleted.
- (3) Participants can request information about the use and storage of their data at any time at hello@spyra.com.

- (4) Participants can revoke their consent to the storage and use of their data at any time at hello@spyra.com.
- (5) In addition, reference is made to Spyra's privacy policy
- § 5 Liability and warranty
- (1) Spyra assumes no warranty for any defects in the prizes. Any rights to exchange or return the prizes are also excluded.
- (2) This does not apply in the event of intent or fraudulent misrepresentation.
- § 6 Exclusion
- (1) In the event of a breach of the conditions of participation, Spyra reserves the right to exclude the offending persons.
- (2) Employees of Spyra, companies that are directly or indirectly involved in the competition, as well as their relatives, are excluded from the competition.
- (3) If a participant is excluded from the competition, they will lose their chance of winning. If a participant is subsequently excluded, their winnings may be subsequently forfeited and reclaimed.
- (4) A participant may be excluded if they purchase more than four SpyraBlasters during the campaign period and exercise their right of withdrawal in at least three cases. This will be considered an attempt at manipulation.
- (5) Spyra reserves the right to take legal action against such persons in the event of attempted manipulation.
- § 7 Final provisions
- (1) The prize cannot be assigned or paid out in cash. Legal recourse is excluded.
- (2) Should individual provisions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. Otherwise, they shall be replaced by an appropriate provision which, taking into account the interests of both parties, comes closest to the meaning and purpose of the original provision.
- (3) The law of the Federal Republic of Germany shall apply.