

# HyperX Deutschland Gamescom Giveaway Competition – August 2023

These Terms & Conditions govern the HyperX Deutschland Instagram Giveaway Competition (“Competition”). This Competition is promoted by HP Deutschland GmbH, Herrnberger Str. 140, 71034 Böblingen, Germany (“Promoter”, “HP” or “We”).

0. A Participant is any Germany resident individual aged 18 or over who enters the Competition, other than those people listed in clause 3 below (“Participant”, “you” or “your”).
1. By submitting a Competition entry, you are agreeing to be bound by these Terms and Conditions. Please retain a copy for your information.
2. Employees of HP, and their immediate families, anyone else involved in the operation of the Competition, or anyone that appears on a government-restricted persons list are excluded from entering.

## **COMPETITION PERIOD & ENTRY CRITERIA**

3. The Competition is free to enter; no purchase is necessary and there is no charge to register.
4. To enter the Competition, you must have completed the following actions: Participants must follow the account @Hyperxdeutschland on Instagram and tag one other person in the comments section next to the Competition post on the @Hyperxdeutschland Instagram account page, between 13:00GMT on [25/08/2023] to 24:00 GMT on [01/09/2023] (“Closing Date”). All Competition entries must be received by HP by no later than 24:00 GMT on the Closing Date. All Competition entries received after the Closing Date are automatically disqualified.
5. HP reserves the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid entries including, without limitation, to require further verification as to the identity, age, and other relevant details of a Participant.

## **CONTENT**

6. Only one entry per eligible person. However, Participants can swap out their Competition entry once if they have changed their mind.
7. Any photo, video, or post which is submitted by a Participant as part of the entry (the “Content”) must adhere strictly to the following content guidelines (the “Content Guidelines”) for the Competition:
  - a. The Content must not display the image or likeness of any person or any information about any person unless the Participant has obtained that person’s permission. If an image or likeness is of a person under 18, parental or guardian consent must also be obtained.
  - b. The Content must not display any cruelty to any animal or person.
  - c. The Content must not infringe any third-party intellectual property.
  - d. The Content must not infringe the rights of, or be defamatory or libelous about, any person.
  - e. The Content must be suitable for a person of any age to view and must fully comply with applicable law and all regulations.
  - f. The Content must not contain or display any words, images, or sounds which are considered, at the Promoter’s sole discretion, to be offensive, sexually explicit, rude, disparaging, or otherwise inappropriate.
8. FOR SECURITY REASONS it is important that Participants do not include or reveal any personal information (e.g. name, contact details, etc.) in any Content.
9. Entries containing any Content that does not comply with the Content Guidelines will not be entered into the Competition and the associated submission will be deemed invalid. Participants must produce evidence of any required consents at the Promoter’s request, or risk being disqualified from entering the Competition.
10. Entries that are incomplete or damaged will be deemed invalid.

11. Entries must be made by the Participant and must not be made through agents or third parties. We will not accept Competition entries that are automatically generated by computer or in bulk.

#### COMPETITION DETAILS

12. A prize draw will take place on <05/09/2023> and the winner(s) of the Competition will be selected by randomised electronic selection.
13. There will be a maximum of 1 (one) winner in total. Each Participant is limited to winning a maximum of one (1) Prize in the Competition.
14. HP reserves all rights in its sole discretion to disqualify without prior notice any Participant acting in violation of these Terms and Conditions, or acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other Participant.
15. The decisions of HP or its subcontractors in respect of any and all aspects of the Competition described herein, including in the unlikely event of any dispute, will be final and binding. No correspondence will be entered into regarding this Competition or these Terms and Conditions.

#### PRIZE

- The prize for the winner is one of HyperX Cloud III Wireless Headset described below The winner will win one headset only.
  - **HyperX Cloud III Wireless Headset** – one winner will win a prize (approximate value €140)
16. We will make all reasonable efforts to contact the winner(s) of the Competition personally as soon as practicable after the prize draw. Participants are required to check their social media accounts used to enter the Competition for notifications. Only the winners will be contacted.
  17. The winner(s) have seven (7) days from the date of HP's notification to claim their Prize. Failure to do so could result in forfeiture of the Prize. In such cases, we reserve the right to offer the Prize to the next eligible Participant from the entries that were received before the Closing Date of the Competition. Any such reselection will be undertaken in accordance with these Terms and Conditions.
  18. We do not accept any responsibility if a winner is not able to take up their Prize.
  19. In order to receive their Prize, the winners must provide HP with their residential address in Germany, and We will then deliver their Prize to them. There will be no charge for delivery of the Prize. We are not responsible for the failure to deliver a Prize should a postal address be provided incorrectly.
  20. Prizes may only be used for their intended purpose, in accordance with the manufacturer's instructions and all applicable laws. The Prizes should not be sold, offered for sale or used in connection with any other competition or promotion by the Prize winners. To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.
  21. The Prize (either in whole or in part) is non exchangeable, non transferable, and there is no cash alternative to the Prize. HP has the right to cancel in the event that there are not enough winners. Furthermore, HP retains the right to substitute part or whole of a Prize with another prize of similar or higher value in the event the original prize offered under these Terms and Conditions is not available due to circumstances beyond HP's reasonable control or unforeseen circumstances.

#### GENERAL

22. **Disclaimer of Technical Issues.** Insofar as is permitted by law, HP assumes no responsibility for any problems or technical malfunction of any hardware, software, application, server, website, telephone network or lines, computer systems, Internet service providers, or e-mail systems; failure of any entry to be received on account of technical problems or incomplete, late, lost, damaged, illegible or misdirected electronic communications; or any combination thereof, including damage to Participants' or anyone else's computer equipment related to or resulting from participation in this Competition.
23. **Limitation of Liability.** The Promoter's total liability for any loss or damage arising out of or in connection with the Competition, including without limitation, as a result of a winner winning, collecting, using or enjoying their Prize, shall be limited to the value of the Prize won. This provision does not limit liability for death or bodily injury caused by the negligence of the HP Affiliated Parties or that of their employees,

fraud, nor any liability which may not be excluded or limited by applicable law. Your statutory rights are not affected.

24. **Third Parties.** This Competition is in no way sponsored, endorsed or administered by, or associated with Instagram. Any questions, comments or complaints regarding this Competition must be directed to HP and not to Instagram. By entering the Competition, you hereby release Instagram from all liability relating to the Competition.
25. **Severability.** Should any of the provisions set out in these Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected.
26. **Data Protection.** HP will process any personal data of Participant which is provided to and/or given access to HP for the purposes of administration of the Competition and if you are a winner, the notification and delivery of a Prize or otherwise as expressly consented to and in compliance with applicable data protection law and HP Privacy Statement (<http://www8.hp.com/uk/en/privacy/privacy.html>). To exercise your rights of access, rectification, opposition or deletion, please use the 'Contact HP Privacy Office' available from HP's Personal Data Rights Notice [http://www8.hp.com/uk/en/privacy/privacy\\_notice.html](http://www8.hp.com/uk/en/privacy/privacy_notice.html)  
HP must either publish or make available information that indicates that a valid award took place. To comply with this obligation HP will send the surname and county of the winner(s) to anyone who writes to the address of HP set out above within one month after the Closing Date. If you object to your surname and county being made available, please contact HP at the above address. In such circumstances, HP must still provide the information and winning entry to the Advertising Standards Authority on request.
27. **Changes and Cancellation.** HP reserves the right to withdraw, suspend, revise or cancel the Competition at any time where it becomes necessary to do so. Participants may withdraw their entry at any time upon written notice to HP.
28. **Force Majeure.** HP shall not be liable for any interruption to this Competition whether due to force majeure or other factors beyond HP's control.
29. **Tax and expenses.** The winner(s) is solely responsible for any tax liability and any incidental expenses arising from the award of the Prize. Seek expert advice if you are not sure about your tax obligations.
30. **Governing Law.** These Terms and Conditions and the Competition are governed by the law of Germany and subject to the non-exclusive jurisdiction of the courts of Germany.