

CONDITIONS OF PARTICIPATION – Red Rabbit campaign 2021

By participating in the above-mentioned competition ("competition") and confirming a corresponding check box, the participant accepts the following conditions of participation and the data protection regulations. These are exclusively authoritative for participation and payment of the prizes.

1. The organiser

The organiser of this competition ("we", "organiser" or "Schleich") is Schleich GmbH, Am Limes 69, 73527 Schwäbisch Gmünd, Germany.

2. Entitlement to participate and attempts at manipulation

Participation shall be free of charge and independent of the purchase of goods or services. By participating in the competition, the user accepts these conditions of participation.

Eligible to participate are all natural persons residing in Germany, Austria, Switzerland, Great Britain, France, Belgium, Poland, Czech Republic, Australia, New Zealand (hereinafter each a "Participating Country" or collectively "Participating Countries"), who are at least 18 years old at the time of participation. Employees of the organiser and persons involved in the conception and organisation of this competition are excluded from participation.

We expressly reserve the right to check the eligibility of winners before the prize is distributed. This is to ensure that the payout only takes place to eligible persons. If the check reveals that the winners are not eligible to participate, the organizer is free to refuse to distribute the prizes without this giving rise to claims for compensation, damages or indemnification. The distribution of prizes may also be conditional upon the granting of an advertising exemption in accordance with Section 5 (2) of these Conditions of Participation.

The use of scripts, robots or other automated measures for participation is prohibited. We reserve the right to exclude participants who attempt to manipulate or violate these conditions of participation.

3. Participation modalities

The competition begins on March 01, 2021 at 00:00 am CET and ends on April, 04, 2021 at 11:59 pm CET ("participation period"). The time of receipt of the photo, described in more detail below, via the "Gleam" application set up for this purpose is decisive.

The organizer is implementing a "360° campaign." As part of this, a QR code is displayed on POS (Point of Sale) displays, in print advertising materials, in the respective online shops of the organizer in participating countries, as well as on the social media accounts of the organizer (Facebook and Instagram). To participate in the competition, the participant must scan this QR code with their smartphone, install the "8th Wall" application (hereinafter "application") and follow the instructions about how to take a photo using an augmented reality function provided by the application. Alternatively, the participant can also access the application by entering a URL address. This photo digitally inserts a Red Rabbit, which includes the Schleich-S[®] trademark. In order to participate in the competition, the participant submits the photo during the participation period and consents to these Conditions of Participation via a "Gleam" link to Schleich (hereinafter referred to as "submission").

Each submission must meet the following requirements:

- The photo must be the original work of the participant. Work by third parties is not accepted. The participant guarantees that they hold the required rights to the submitted photo. If the participant is not the sole creator or copyright holder, they expressly declare that they have the rights required to participate in the competition. The organizer is not obliged to check the photos submitted by participants for potential violations of third-party rights.
- Works by children or young people are accepted if they are submitted on their behalf by a parent or legal guardian.
- Each participant can only enter the competition once.
- The post may not contain any content that is obscene, pornographic, defamatory, or otherwise offensive (including, but not limited to, insults, offensive language, nudity and excessive violence).

4. Determination of the winners

All submissions made available during the participation period and fulfilling the conditions of participation will be viewed by a selection committee to be determined by Schleich.

During the campaign period, the selection committee will hold five draws on the following dates for each participating country. Each draw will determine four winners from all submissions up until that point in the respective campaign period specified below, based on the criteria of image idea, creativity, photo design and image quality.

1	Entries from 01 March 2021 to 09 March 2021, 11:59 pm	Draw on 10 March 2021
2	Entries from 01 March 2021 to 16 March 2021, 11:59 pm	Draw on 17 March 2021
3	Entries from 01 March 2021 to 23 March 2021, 11:59 pm	Draw on 24 March 2021
4	Entries from 01 March 2021 to 30 March 2021, 11:59 pm	Draw on 31 March 2021
5	Entries from 01 March 2021 to 04 April 2021, 11:59 pm	Draw on 07.April 2021

5. Notification of the winners

The winners determined in accordance with section 4 will be notified promptly via the e-mail address provided in the app. There will be no public announcement. The winner must confirm receipt of the prize notification to the Organiser immediately, but no later than 14 days after receipt of the notification, and provide the information required to pay out the prize (in particular the shipping address for the gift package) as requested in the prize notification.

Furthermore, the organizer may require the winners to submit an affidavit of eligibility, an indemnity against liability, and an advertising release (if legally required and permitted) as a condition for the distribution of the prizes. If the winner fails to do so, the Organiser reserves the right, at its sole discretion, to select a substitute winner from all remaining eligible entries in accordance with section 4. The winners will be announced by name on the organizer's website and social media channels.

6. Prizes

The following prizes will be offered as part of the competition:

- A total of 20 surprise prize packages per participating country (one prize package per winner) from the organizer's product range, each worth a maximum of £60 including VAT.

Only the prize specified here will be awarded; cash payment, exchange or resale of personal prizes is excluded. Claims to prizes are not transferable. The chance of winning is determined by the total number of eligible entries received.

7. Exclusion of liability

Technical problems with the participation in the raffle can unfortunately never be completely excluded. Therefore we assume no liability for a temporary unavailability of our website, the submission via the Gleam or 8th wall link for loss of data and resulting damages. Our liability is generally limited to gross negligence and intent, unless the damage results from injury to life, limb, or health. In cases of slight negligence, which lead to delay or impossibility of the owed service as well as in case of violation of an essential duty, i.e. a duty, the fulfilment of which makes the proper execution of the lottery possible in the first place and on the observance of which the participant may regularly rely and the violation of which endangers the achievement of the purpose of the contract, we shall only be liable for resulting material damage and financial loss in the amount of the foreseeable, typically occurring damage.

8. Privacy policy

Processing of personal data is required for participation in the competition. The organizer will only process the participant's details and other personal data within the framework of the statutory provisions of the applicable EU General Data Protection Regulation (GDPR). Processing takes place on the basis of Article 6 (1) (b) GDPR for implementation of the competition. Any participant is entitled to object in accordance with Article 21 GDPR. The personal data will be stored for as long as necessary for the implementation.

The personal data transmitted within the scope of the participation in the competition will be used exclusively for the execution of the competition. In accordance with statutory provisions, use for advertising or market research purposes will only take place with separate consent by the data subject. In all other respects, the provisions of our Privacy Policy, available at www.schleich-s.com/rechtliches/datenschutz as well as the privacy policies of 8th wall, available at <https://www.8thwall.com/privacy>, and Gleam, available at <https://gleam.io/privacy>, apply in the currently valid version.

In the event that they win a prize, the participant declares their consent to publication of their name and the submitted photo in advertising media used by the organizer. This includes announcement of the winner on the organizer's website and social media channels.

Participation in the competition requires compliance with the Instagram Terms of Use. The competition is not sponsored or managed by Instagram. The sole organizer of the competition is set out in Section 1 of these Conditions of Participation.

Schleich is entitled, but not obliged, to make the submitted photo available on its microsite and within its social media channels for a period of up to two years after completion of the competition - even in parts or in edited versions. Schleich is entitled to review the submitted photo prior to publication and to refuse publication at its reasonable discretion.

9. Other and rights of use

We reserve the right to cancel the competition for reasons beyond our control, in which case we will do everything we reasonably can to let you know. Termination for good cause may occur if a proper execution of the competition can no longer be guaranteed for technical or legal reasons. Should such an interruption have been caused by the behaviour of a participant, the organiser is entitled to demand compensation from this participant for the damage incurred.

Legal recourse is excluded.

The participant guarantees that they took the submitted photo themselves and transfers the existing usage rights to Schleich for the purpose of competition implementation as well as advertising measures in accordance with these Conditions of Participation. By participating, the participant grants the organizer the non-exclusive right to publish the submitted photo free of charge in an online gallery on the Glean platform. The granting of the rights of use is free of charge and represents the participant's participation in the competition.

The participant affirms that he has created the submitted photo himself and transfers to Schleich the existing rights of use for the purpose of conducting the competition in accordance with these conditions of participation. The granting of the rights of use is free of charge and represents the participant's participation in the competition.

The contract and the participation in the lottery shall be governed by the laws of the Federal Republic of Germany. In the case of consumers, this choice of law shall only apply insofar as the consumer is not deprived of the protection afforded by mandatory provisions of the law of the state of the consumer's habitual residence.

The invalidity of individual provisions of these conditions of participation shall not affect the validity of the remaining provisions.