

## § 1 In General

- (1) This Sweepstake is run by BWT Holding GmbH, recorded in the Commercial Register under FN 96162s with its address at, Walter Simmer Straße 4, 5310 Mondsee, Österreich (hereinafter referred to as "BWT").
- (2) Participation in the „**WORLD WATER DAY: BE A CHANGE MAKER**“ hereinafter referred to as the "Sweepstake") via <https://www.instagram.com/bwtdach/> and is free of charge and is subject to these Terms of Participation and all applicable mandatory laws and directives. The Sweepstake is void where prohibited by law.
- (3) General questions regarding these provisions and/or this Sweepstake can be sent to the following e-mail address: [social@bwt.com](mailto:social@bwt.com).
- (4) By participating in the Sweepstake, the Participant (hereinafter referred to as "Participant" or "You") accepts the following Terms of Participation and agrees to meet the following eligibility criteria. BWT is responsible for organization and processing, as well as for providing or distributing the prizes.
- (5) All references to persons and functions in the masculine form in these Terms of Participation also apply in the feminine form.
- (6) This Sweepstake is not affiliated with Meta/Facebook or Instagram and is not sponsored, supported or organized by Meta/Facebook or Instagram. By participating in the Sweepstake, Participant completely releases Meta/Facebook and Instagram from any liability related to this Sweepstake. All questions, comments or complaints must be directed exclusively to BWT and not to Instagram or Meta/Facebook. BWT releases Instagram or Meta/Facebook from any and all liability claims related to the Sweepstake. The recipient of the information provided by the Participant is BWT, not Instagram or Meta/Facebook. The use of Instagram or Meta/Facebook is subject to Instagram's and Meta/Facebook's Terms of Use. BWT assumes no liability for any non-compliance with Instagram and Meta/Facebook's Terms of Use.

## § 2 Eligibility to Participate

- (1) Participation in the Sweepstake is open to persons who are at least 18 years of age. Persons who have not reached that age cannot participate. Eligible to participate are natural persons with their primary residences in Austria or Germany.
- (2) BWT shall have no liability for Participants who are prohibited by law from participating in the Sweepstake. BWT is not responsible if a Participant is physically or mentally unable to participate in the Sweepstake.
- (3) Employees of BWT and BWT's affiliated companies are not eligible to participate in the Sweepstake.
- (4) This Sweepstake is directed solely to consumers. A Participant can participate in the Sweepstake multiple times. Only natural persons can participate in the Sweepstake. BWT reserves the right to verify all information about the Participant.
- (5) Participation in the Sweepstake does not depend on purchasing any goods or services. Doing so does not increase your chance of winning.

## § 3 Prize

- (1) The prizes for this sweepstake are as follows:

- a. Main prize: choice between 2 tickets for a motorsport-event or a weekend at the Best Water Hotel "Das Edelweiss" with half-board
  - b. 2 (two) weekly winners: each will receive 1 table water filter with 12 filter cartridges and 1 (one) personalized climate bottle).
- (2) BWT reserves the right to replace all prizes with other or similar prizes of the same or similar value. Any costs that may be incurred by the Participant in relation to the prize (such as the journey to the site of the Sweepstake, accommodations, etc.) will not be borne by BWT.
  - (3) All prize winners may decline the prizes they have won, without stating the reasons.
  - (4) To the extent permitted by law, all prizes are awarded "as is" and with no warranty of any kind, express or implied (including, without limitation, any implied warranty of satisfactory quality or fitness for a particular purpose). National, regional and local taxes, including taxes associated with the receipt or use of prizes, are the sole responsibility of the prize winner and must be borne by him in full.
  - (5) Prizes cannot be converted into cash or exchanged for other prizes.
  - (6) Entitlement to the prize cannot be transferred.
  - (7) The prize can also be retroactively canceled and/or reclaimed if it was obtained through manipulation or other violation of applicable laws, other legal provisions or these Terms of Participation.
  - (8) If the prize winner does not contact BWT within 14 days, after being notified of the prize, his claim to the prize shall be forfeited without replacement. If a prize winner does not contact BWT, BWT reserves the right to draw the prize for an alternative winner. This will again be a random draw. If the prize cannot be delivered within the period indicated in the prize notification for reasons that are the responsibility of the prize winner, his claim to the prize shall likewise be forfeited without replacement.

## § 4 Conduct of the Sweepstakes

- (1) Participation in the Sweepstakes is limited exclusively to the period from 22.03.2023, 00:00 Uhr (CET), to 12.04.2023, 00:00 Uhr (CET). There can be no participation outside of this time period. The main prize winner will be identified on 13.04.2023, 13:00 Uhr (CET). The 2 (two) weekly winners will be announced, respectively on Wednesday 29.03.2023 (first weekly winner) and on Wednesday 05.04.2023 (second weekly winner) at 10:00 a.m. (CET) both
- (2) To participate in the Sweepstakes, the Participant must (i) take a creative picture from the Participants BWT Climate Bottle or another BWT Bottle, (ii) post the picture in the Participants public Instagram account in the feed and tag @bwtglobal and (iii) to use #bwtchangemaker in the description (hereinafter the "Post") within the period set forth in § 4 (1).
- (3) The Social Media Team will make a random draw and notify the main prize winners on 13.04.2023 (CET). The draw will not be public.

## § 5 Acceptance of the Prize

- (1) BWT will notify the prize winner by replying to his comment under the posting, or by private or direct message (via Instagram),

regarding the prize. Entitlement to the prize shall be based solely on receipt of written notification of the prize.

- (2) The prize winner must accept the prize within 14 business days by replying to the notifying message, with his address, date of birth and full name. If the prize is not accepted within this period, entitlement to the prize will be forfeited, and BWT will, at its own discretion, make another draw from among the remaining Participants – if possible, given the time constraints. After expiration of the aforementioned period, the initial prize winner is no longer entitled to the prize.
- (3) The prize will be sent to the prize winner electronically or by regular mail. The prize will only be delivered to a delivery address in Austria or Germany.
- (4) The Participant is responsible for the accuracy of the data he provides.

## **§ 6 Right to Change the Terms of Participation and Disqualification**

- (1) BWT reserves the right to change the Terms of Participation and the Sweepstake rules at any time with or without separate notice, in particular if proper conduct of the Sweepstake cannot be guaranteed for technical reasons or on legal grounds. If the Sweepstake is ended because of the acts of a Participant, BWT may claim the resulting damages from that person.
- (2) BWT reserves the right to exclude Participants for violations of these Terms of Participation, for uploading inappropriate content or using unauthorized aids or for other manipulations. In such cases, BWT may cancel the prizes and/or demand their return. Anyone who does not provide truthful personal information will also be disqualified.

## **§ 7 Grant of Rights**

- (1) Participant hereby grants BWT irrevocable, worldwide, unlimited, non-exclusive, transferrable, sublicensable, unrestricted rights (unrestricted with respect to territory, time and purpose) to copy, distribute, transfer, publish, perform, and display all contributions and materials used in Meta/Facebook or Instagram Post in connection with this Sweepstakes, including the Participant's voice, image, photo, statements, biographical information, contributions, name and the like and all other content created by the Participant (collectively referred to as the "Entry Materials"), and to make, exploit or otherwise use works derived from it for any known or yet unknown type of use, without payment or notification of the Participant. The Participant waives any and all moral rights to the Entry Materials in favor of BWT.

## **§ 8 Fairness, Malfunctions in the Process; Liability**

- (1) The Participant hereby confirms, that all personal information necessary for the Sweepstake, which he has provided, is truthful, accurate and up to date.
- (2) BWT reserves the right to interrupt or terminate the Sweepstake at any time, with due consideration of the interests of the Participants, if technical reasons make proper continuation of the Sweepstake impossible, if it is suspected that the game or the BWT Meta/Facebook or Instagram fan page is being misused, or if the game is impermissible on legal grounds.
- (3) BWT reserves the right to exclude Participants from the Sweepstake who manipulate or attempt to manipulate the

participation process or the Sweepstakes and violate the Sweepstake rules. This also applies to Participants who provide false personal information. If it is suspected that the comments are spam or are offensive or threatening or if a comment violates our Code of Conduct, BWT reserves the right to delete the relevant comment and exclude the sender from the Sweepstake.

- (4) BWT does not guarantee that the Internet site on which the Sweepstake is offered will function properly at all times. In particular, it does not guarantee that BWT's Meta/Facebook and Instagram fan page will not become overloaded. BWT is not responsible for lost, late, incomplete, inaccurate, undelivered, delayed, or misdirected entries.
- (5) BWT is only liable for damage caused by BWT or one of its agents through wrongful intent or gross negligence. This does not apply to bodily injury, loss of life or impairment of health.

## **§ 9 Data Protection Policy**

- (1) Information on how BWT collects, processes and stores personal data is available online at: <https://www.bwt.com/de-at/datenschutz/>

## **§ 10 Final Provisions**

- (1) In distributing the prize, BWT is released from all its obligations.
- (2) BWT is not liable for any defects of quality and legal defects of the prize and any resulting consequences for the conduct of the Sweepstake and prize fulfillment.
- (3) In addition, BWT is only liable for damage caused by wrongful intent or gross negligence. This does not apply to bodily injury, loss of life or impairment of health.
- (4) The above limitations of liability apply, in particular, to losses due to impairments of the availability of Meta/Facebook or Instagram and associated platforms and websites, which are outside the control of BWT, such as technical faults that cannot be influenced by BWT and force majeure events, as well as third-party attacks on Meta/Facebook or Instagram. Furthermore, BWT does not warrant that Meta/Facebook and Instagram will function properly on the technical equipment used by the Participant.
- (5) By participating in the Sweepstake, Participant agrees to release, discharge, and old harmless BWT, its respective affiliates, subsidiaries, advertising and promotion agencies, and other individuals engaged in the development or execution of this Sweepstakes, from any liability, claims, losses, and damages arising out of or relating to his participation in this Sweepstake or the acceptance, use, misuse, or possession of any prize received in this Sweepstake.
- (6) Subject to any applicable mandatory laws, these Terms of Participation and the entire legal relationship between the Participant and BWT shall be subject exclusively to Austrian law and the courts with jurisdiction over the registered office of BWT Holding GmbH, Walter Simmer Strasse 4, 5310 Mondsee, Austria. Consumers with habitual residence in the EU enjoy additional protection under the mandatory provisions of the law of their country of residence. Claims in connection with these terms of participation for the Sweepstake, that arise from consumer protection standards can be filed either in Austria or in the EU member state of habitual residence of the consumer.

- (7) If individual provisions of these Terms of Participation are or become invalid, this shall not affect the validity of the remaining Terms of Participation. They shall be replaced with reasonable provisions that come closest to the economic objective of the invalid provisions.