

## Terms of the competition

STAEDTLER Mars GmbH & Co. KG, Moosäckerstraße 3, 90427 Nuremberg, Germany, is holding a competition "FIMO Creative Weeks" on its website [www.staedtler.com/creativeweeks](http://www.staedtler.com/creativeweeks)

STAEDTLER Mars GmbH & Co. KG offers the participant the opportunity to take part in the competition exclusively in accordance with the following conditions.

By participating in the competition, the participant accepts these terms of the competition:

1. Organizer of the competition STAEDTLER Mars GmbH & Co. KG, Moosäckerstraße 3, 90427 Nuremberg, Germany (hereinafter referred to as "**STAEDTLER**").
2. This competition is not affiliated with Facebook or Instagram and is not sponsored, supported or organized by Facebook or Instagram. Each entrant indemnifies Facebook or Instagram against any claims that may be made against Facebook or Instagram in connection with the conduct of the competition.
3. Individuals over the age of 18 who are permanently resident in any of the following countries are eligible to enter:
  - Germany,
  - Spain,
  - France,
  - Denmark,
  - United Kingdom of Great Britain and Northern Ireland
4. Employees of STAEDTLER and of STAEDTLER in the sense of §§ 15 ff. AktG (German Stock Corporation Act), related parties and other persons involved in the conception and implementation of this competition are excluded from participation.
5. Participation is only possible online on the website [www.staedtler.com/creativeweeks](http://www.staedtler.com/creativeweeks) or via Instagram.
6. Participation in the competition is free of charge and independent of the purchase of goods or services.
7. The competition begins on October 28, 2019 at 12 a.m. and ends on December 6, 2019 at 12 a.m. (hereinafter referred to as the "**competition period**").
8. To participate in the competition, the participant must create their own work made of the modelling clay FIMO leather-effect and upload a photo of their work on the website [www.staedtler.com/creativeweeks](http://www.staedtler.com/creativeweeks) or post the photo under the hashtag #fimoleathereffect or #creativeweeks on their Instagram channel. The modelling clay FIMO leather-effect can be purchased in retail stores or from STAEDTLER.

9. Each participant may take part in the competition several times, but only one prize per participant is possible.
10. The winners will receive a product package from the STAEDTLER range. A total of 30 winners among all participants will be determined by a jury. 10 winners each will be determined every two weeks on November 11, 2019, November 25, 2019 and December 9, 2019.
11. Winnings are not negotiable, exchangeable or transferable. STAEDTLER is entitled to replace a prize with another equivalent prize. A complete or only pro rata cash payment of the prizes or a possible substitute prize is excluded. No claims to prizes may be transferred.
12. Each picture of a participant must be related to the content of the competition, may not be offensive or criminally relevant or in any other way violate applicable law as well as the property rights or personal rights of third parties.
13. STAEDTLER reserves the right to exclude from participation and delete images that violate the aforementioned requirements. The participant hereby indemnifies STAEDTLER against all claims asserted against STAEDTLER by third parties due to an infringement of their rights.
14. The participant confirms that their image is free from copyrights, ancillary copyrights or other rights of third parties.
15. By submitting their photo (see Section 8), the participant grants STAEDTLER the right to use the submitted picture in online and offline media for commercial purposes, to distribute it and to make it publicly accessible to third parties (e.g. in other social media channels) in any other way. For these purposes, STAEDTLER shall be permitted to edit the image and - if necessary – grant rights of use to third parties. This granting of rights shall be free of charge and shall not be subject to any restrictions in terms of space, content or time.
16. The winners will be named on the STAEDTLER Instagram Channel and will receive information on how to claim the prize. If a winner does not respond within 7 days of receiving their prize notification, their claim to the prize will forfeit. In this case, STAEDTLER is entitled to determine another winner among the participants. STAEDTLER assumes no liability if, for reasons for which STAEDTLER is not responsible, the prize notification is lost during electronic transmission and/or does not reach the winner.
17. The winners will receive their prize by post. STAEDTLER assumes no liability if, for reasons beyond STAEDTLER's control, the prize is lost when sent by post and/or does not reach the winner.
18. STAEDTLER is entitled to exclude participants from the competition without giving reasons who violate applicable law or these conditions of the competition, make false,

misleading or fraudulent statements, make use of unfair aids and/or attempt to manipulate the result.

19. As far as personal data of participants (e.g. (account) name, e-mail address, address, user ID, profile picture) are collected, processed or used, these will be processed by STAEDTLER exclusively for the purpose of conducting the competition (Art. 6 para. 1 lit. B GDPR). They may be processed by STAEDTLER for the purpose of sending the prize to a third party (in particular to a transport company). All personal data will be deleted after the competition has been completed. The use of personal data can be revoked at any time by sending a message to [datenschutz\(at\)staedtler.com](mailto:datenschutz(at)staedtler.com). Participation in the competition shall be terminated with this revocation. Further information on data protection can be found at <https://www.staedtler.com/uk/en/legal/privacy-policy>.
20. STAEDTLER is entitled to cancel or terminate the competition at any time. This applies in particular if
  - a) the terms of use or policies of Facebook or Instagram are changed during the course of the competition and the competition would no longer be allowed to be run under the then-current Facebook or Instagram terms,
  - b) technical problems make this necessary, or
  - c) manipulations are detected or otherwise a proper execution of the competition is no longer ensured, in particular in the event of failure of hardware or software, programme errors, computer viruses, unauthorized interventions by third parties as well as mechanical, technical or legal problems.
21. In addition to these terms of participation, the relationship between STAEDTLER, the Participant and Facebook or Instagram is governed by the terms of use and privacy policies of Facebook (see <https://www.facebook.com/legal/terms>) bzw. von Instagram (see <https://www.facebook.com/help/instagram/478745558852511>).
22. German law shall apply insofar as the national law of the participant's place of residence does not necessarily prescribe the application of national law.