

General Conditions of Participation and Privacy Policy for Design Contests

These general terms and conditions of participation apply to design competitions organized by sprd.net AG (hereinafter "**Spreadshirt**"), Gießstraße 27, 04229 Leipzig, Germany. Conditions and regulations stated in connection with the respective contest – e.g. on the design contest page ("Additional Conditions") – take precedence over these general conditions of participation.

1. Participation and prizes

The method of entry into the Design Contest and the prize(s) will be specified in the Additional Terms and Conditions for the respective contest.

2. Requirements for participation and implementation of the design competition

- (a) Individuals over the age of 18 who have opened a partner account with Spreadshirt and are members of Spreadshirt's Star Academy Star Class rank 3 (Astronaut), 4 (Space Captain) or 5 (Master of the Galaxy) will be eligible to enter at the time of their design submission.
- (b) The Design Contest will be held in two stages, with the exact time periods of the stages specified in the Additional Terms. First, a design contest will take place in which Spreadshirt partners will have the opportunity to submit designs to Spreadshirt on the topic of the contest. To do this, participants must provide a new design on the specific theme of the contest in their Spreadshirt account and have published this design on Spreadshirt's marketplace with a tag specified in the Additional Terms.
- (c) From all submissions, 20 designs will initially be selected by a Spreadshirt jury according to the following criteria: appearance on the product (article), creativity, originality & skill, thematic relevance. The designs selected in this way will be voted on in a second step by Spreadshirt employees. The design with the most votes cast wins the contest. The ensuing designs will be ordered according to the voting result.
- (d) Participation in the design contest as well as claiming the prize are free of charge for the participants.
- (e) The granting of rights of use to the designs in favor of Spreadshirt is solely based on further contractual agreements between Spreadshirt and the participant, e.g. the Spreadshirt Partner T&Cs. Participation in the design contest does not grant Spreadshirt any rights of use.

3. Processing

- (a) The winners will be notified of the prize in a timely manner via the e-mail address specified in the partner account upon conclusion the design competition. The winners will be asked to confirm acceptance of the prize, if necessary, by providing bank details. After confirmation of acceptance of the prize, prize money will be transferred to the bank details provided; vouchers will be sent to the e-mail address provided in the partner account.
- (b) If the winner does not confirm acceptance of the prize within a period of 14 days, the prize will be forfeited. If the contact details provided are incorrect (e.g. invalid e-mail address), Spreadshirt is not obliged to find out the correct address. Any disadvantages resulting from the provision of incorrect contact details shall be borne by the participants.
- (c) Winning claims are not transferable. The participant can renounce the prize. In this case, a new winner will be determined.

4. Responsibility and exemption

- (a) Spreadshirt is not obliged to check the designs provided by the participant for potential infringements of third-party rights. However, Spreadshirt is entitled to reject designs if, in Spreadshirt's opinion, they are illicit or offend common decency.
- (b) The participant indemnifies Spreadshirt against all third-party claims that have arisen as a result of the content provided by the participant. You agree to support Spreadshirt in every reasonable way in defending these claims.

5. Early termination

Spreadshirt reserves the right to prematurely terminate the design contest in whole or in part at any time, even without observing deadlines, or to modify its course if it is not possible for technical reasons (e.g. computer virus, manipulation of or errors in software/hardware) or legal reasons to ensure proper implementation of the design contest.

6. Exclusion of participation

Spreadshirt reserves the right to exclude the participant from participation in the design competition in the event of a breach of these conditions of participation. This applies in particular if the participant makes false statements or if the submitted designs violate applicable law or third-party rights.

7. Privacy policy

- (a) The responsible party for the processing of personal data is sprd.net AG, Gießstraße 27, 04229 Leipzig, Germany. You can reach us at the following contact details: Phone: + 49 (0) 341 59 400 5900; Fax: + 49 (0) 341 59 400 5499; Email: privacy@spreadshirt.net. You can reach our external data protection officer at ISiCO Datenschutz GmbH, Am Hamburger Bahnhof 4, 10557 Berlin, Germany; by telephone at + 40 (0) 30 213 002 850 or by e-mail at berlin@isico-datenschutz.de.
- (b) For the implementation and processing of the competition, we process the following personal data from you: username. We process the following personal data for the processing of the prize: name, e-mail address and, if applicable, your postal address. The processing of the above data is necessary for the implementation of the competition and the processing of the prize. In the event the data not being provided, participation in the competition is not possible. The legal basis for the aforementioned processing of your personal data is Germany's DS-GVO Art. 6 para. 1 lit. b.
- (c) If the respective legal requirements are met, you have the following data protection rights with regard to the personal data concerning you: right to information, right to receive a copy, right to rectification or erasure, right to completion, right to restriction of processing, right to object to processing and the right to data portability. You also have the right to complain to a data protection supervisory authority about our processing of your personal data. The data protection supervisory authority responsible for Spreadshirt is: Sächsischer Datenschutzbeauftragter, Devrientstraße 5, 01067 Dresden, Germany.
- (d) Your personal data will be processed by us as long as this is necessary for the implementation and processing of the competition. In the event of a win, the data may be processed beyond this due to commercial and tax law requirements (standard period ten years). The processing of personal data on the basis of a further legal relationship with you, in particular the processing on the basis of a contract with you as a Spreadshirt partner, is unaffected by the above.

8. Final provisions



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- (a) Should any provision of the terms and conditions be or become invalid, this shall not affect the validity of the remaining contract.
- (b) The law of the Federal Republic of Germany shall apply to the exclusion of the conflict of laws provisions.