

General Terms and Conditions of Participation and Privacy Policy for Design Competitions

These general terms and conditions of participation apply to design competitions organized by sprd.net AG, Gießstraße 27, 04229 Leipzig, Germany ("Spreadshirt"). Conditions and regulations that are specified in connection with the respective competition - e.g. on the design competition page ("Additional Terms") take precedence over these general conditions of participation.

1. Participation and prize

The method of participation in the design competitions and the prize(s) are specified in the Additional Terms for the respective competition.

2. Participation requirements and implementation of the design competition

- (a) Eligible to participate are persons over the age of 18 who have opened a partner account with Spreadshirt at the time of their design submission.
- (b) The design competition will be held in two stages, with the exact time periods of the stages specified in the Additional Terms. First, there will be a design competition in which Spreadshirt partners have the opportunity to submit designs on the topic of the competition to Spreadshirt. To do this, participants must provide and publish a new design on the specific topic of the competition in their partner account, as specified in the Additional Terms.
- (c) In a first stage, all submissions will be evaluated by a jury from Spreadshirt according to the following criteria: appearance on the product (item), creativity, originality & skill, thematic relevance. Subsequently, in accordance with the additional conditions, in a second stage a vote will be held by various employees of Spreadshirt on the best-placed designs according to the criteria. The design with the most votes will win the competition. Subsequent designs will be ranked according to the voting results.
- (d) Participation in the design competition and claiming the prize are free of charge for participants.
- (e) The granting of rights of use to the designs in favor of Spreadshirt is based solely on the other contractual agreements between Spreadshirt and the participant, e.g. the Spreadshirt partner terms and conditions. Participation in the design competition does not grant Spreadshirt any rights of use.

3. Processing

- (a) The winners will be notified promptly after the end of the design competition by e-mail via the e-mail address specified in the partner account and asked to confirm acceptance of the prize, if necessary with 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 will be borne by the participant.
- (c) Prize claims are not transferable. The participant can waive the prize. In this case, a new winner will be determined.

4. Responsibility and indemnification

- (a) Spreadshirt is not obliged to check the designs provided by the participant for potential infringements of the rights of third parties. However, Spreadshirt is entitled to reject designs if, in the opinion of Spreadshirt, they are illegal or offend common decency.
- (b) The participant shall indemnify Spreadshirt against all third-party claims arising from the content provided by the participant.

5. Premature termination

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

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 provides false information or if submitted designs violate applicable law or the rights of third parties.

7. Data protection information

- (a) The controller for the processing of personal data is sprd.net AG, Gießstraße 27, 04229 Leipzig, Germany. You can us and our data protection officer as outlined at <https://www.spreadshirt.de/datenschutz-C3928>.
- (b) We process the following personal data about you in order to carry out and process the competition: User name. We process the following personal data about you in order to process the prize: name, e-mail address and, if applicable, your postal address. The processing of the above data is necessary for the execution of the competition and the prize processing. If the data is not provided, participation in the competition is not possible. The legal basis for the aforementioned processing of your personal data is Art. 6 para. 1 lit. b GDPR.
- (c) If the respective legal requirements are met, you have the following data protection rights with regard to the personal data concerning you: Right of access, right to obtain 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 the processing of your personal data by us. 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 execution 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 above does not affect 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.

8. Notes and conditions of Meta

If the design competition is also communicated via Instagram and/or Facebook, the following additional regulations apply:

- (a) In addition to these conditions of participation, the relationship between Spreadshirt, the participants and Meta is governed by the conditions of participation (see https://help.instagram.com/581066165581870/?helpref=uf_share) and Meta's data protection rules (see <https://privacycenter.instagram.com/policy>).
- (b) Participants may not assert any claims against Meta in connection with the use of Instagram or Facebook to participate in the design competition.



- (c) Both postings on Instagram or Facebook with information about the design competition and participation in the design competition via Instagram or Facebook are in no way sponsored, supported or organized by Meta and are in no way connected to Meta.
- (d) All information and data provided by or collected from participants when using Instagram or Facebook to participate in the design competition or a design competition will be provided only to Spreadshirt and not to Meta.
- (e) All inquiries and information regarding a design competition should be addressed to Spreadshirt and not to Meta.

9. Final provisions

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