

Conditions of participation for the Instagram competition "Advent calendar-DAMASKO"

These terms and conditions apply to the participation in the Instagram sweepstakes: "Advent Calendar DAMASKO" ("Sweepstakes"). The competition is organized by DAMASKO GmbH, Unterheising 17c, 93092 Barbing ("Organizer"). The Sweepstakes takes place via the online platform Instagram and is in no way sponsored, supported or organized by Instagram. Furthermore, the sweepstakes does not run through boosted/sponsored ads or posts/stories. Only the already existing reach will be used. The start of the sweepstakes is 12/01/2021 and it ends on 12/24/2021.

1. participation in the lottery

1.1 Participation is voluntary and free of charge. Participation and the chances of winning are independent of the purchase of goods or the use of services.

1.2 Every natural person who has reached the age of fourteen (14) is entitled to participate. Employees of DAMASKO GmbH and their relatives, as well as persons directly connected with the company, are not permitted to participate.

1.3 Participation is **exclusively via Instagram** and is only possible with a public account. Participants with a private account will not be considered.

1.4 **Daily duration of the competition: Post at 08:00 in the morning, from the time**

24 hours remain to participate in the sweepstakes.

1.5 The participation in the competition is done in two steps:

- Like the posted post.
- Comment on the post, through a text of your choice.

There will be a post on Instagram every day in the period from 01.12.2021 to 24.12.2021.

2. Profits, profit determination

2.1 A winner will be determined every day. The determination takes place via "instaBom". The winner must have commented and liked the post, otherwise no draw can take place. Participation takes place within the 24h from the posting time.

2.2 There will be a total of 24 winners, who will each receive the gift previously announced via text and image behind each "Advent calendar door".

2.3 All participants who receive a prize in accordance with the above section 2.1 ("winners") will be informed by the organizer via the "Instagram Direct" message function after the prize has been determined. This will also include a request for the address of the "Winner" in order to be able to send him the prize. If a winner does not contact the organizer within two (2) weeks after receipt of the notification, his/her claim to the respective prize shall expire.

2.4 The claim to a prize is not transferable.

2.5 The equivalent value of a prize shall not be paid out in cash.

3. Liability

3.1 Claims of the participant for damages are excluded. Excluded from this are claims for damages by the participant arising from injury to life, limb or health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by the organizer, its legal representatives or vicarious agents.

3.2 In the event of a breach of material contractual obligations, the organizer shall only be liable for the foreseeable damage typical for the contract if such damage was caused by simple negligence, unless the participant's claims for damages are based on injury to life, body or health.

3.3 The restrictions of the preceding paragraphs shall also apply in favor of the legal representatives and vicarious agents of the organizer if claims are asserted directly against them.

3.4 The provisions of the Product Liability Act remain unaffected.

3.5 Any liability relating to the receipt of the gift is therefore also excluded.

4. Privacy

4.1 In the course of conducting the competition, we process personal data of the participants in accordance with our privacy policy. This can be found on our homepage: [Privacy | DAMASKO Watch Manufactory | Made in GERMANY \(damasko-watches.com\)](#)

5. Final Provisions

5.1 The organizer reserves the right to exclude participants from the competition in the event of violations of the conditions of participation. The same applies in the event that participants use manipulation or other dishonest means or attempt to influence the competition in any other unfair manner.

5.2 The organizer also reserves the right to cancel the competition in whole or in part. This applies in particular if the prize draw cannot run as planned for any reason, such as computer viruses, software and hardware errors and/or other technical and/or legal reasons that affect the administration, security, integrity and/or regular and proper execution of the prize draw.

5.3 Legal recourse is excluded.

5.4 These Terms and Conditions of Participation shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. However, the choice of law shall not result in a consumer being deprived of the protection afforded to him by the mandatory provisions of the state in which he has his habitual residence.