

General conditions of participation and privacy information for design contests

These general conditions of participation apply to design contests run by sprd.net AG (hereinafter referred to as “**Spreadshirt**”), Gießstraße 27, 04229 Leipzig, Germany. Conditions and provisions in connection with the respective contest – e.g. on the web page of the design contest – (“additional conditions”) shall prevail over these general conditions of participation.

1. Participation and prize

Information on how to participate in the design contest as well as any prize(s) can be found in the additional conditions for the relevant contest.

2. Participation requirements and implementation of the design contest

- (a) People over the age of 18 who have a Partner Account with Spreadshirt are entitled to participate.
- (b) The design contest is carried out in two stages, with the exact periods of each stage specified in the additional conditions. Initially, a design contest takes place in which Spreadshirt Partners are given the opportunity to submit a maximum of one design in relation to the contest’s topic. In their account, participants need to submit a new design relevant to the topic of the contest and publish this design in their Spreadshop within the period of time specified in the additional conditions. Previously published designs shall not be taken into consideration. The link shall then be sent to the jury via email or as a direct message on Instagram.
- (c) A Spreadshirt jury will initially select ten designs from all entries, based on the following criteria: appearance on the product (article), creativity, originality and skill, relevance to topic. The designs selected in this way shall be put to a vote among customers and Spreadshirt Partners in a second stage. The design with the most votes wins the contest. The runner-up designs will be ranked according to the results of the vote.
- (d) It does not cost participants anything to take part in the design contest or claim their prize.
- (e) The granting of rights of use to the designs in favour of Spreadshirt shall take place solely on the basis of further contractual agreements between Spreadshirt and the participants, such as the Spreadshirt Partner GT&C. Participation in the design contest does not grant Spreadshirt any rights of use.

3. Implementation

- (a) When the contest is over, the winners will be informed promptly in an email sent to the email address they have stored in their Partner Account. They will be asked to confirm acceptance of the prize.
- (b) Once acceptance of the prize is confirmed, voucher codes will be sent to the email address stored in the Partner Account.
- (c) The winner will forfeit their prize if they fail to confirm their acceptance of it within 14 days. Should the contact information provided be incorrect (e.g. invalid email address), Spreadshirt shall not be obliged to investigate the correct address. Any disadvantages resulting from the provision of incorrect contact information will be at the expense of the participants.
- (d) Prize claims are non-transferable. Participants may refuse the prize. In that case, a new winner will be identified.

4. Responsibility and indemnification

- (a) Spreadshirt is not obliged to review the designs submitted by participants for potential violations of third-party rights. However, Spreadshirt is entitled to reject designs which it considers are in violation of the law or common decency.
- (b) The participant releases Spreadshirt from any third-party claims which may have arisen as a result of the content submitted by the participant. You agree to support Spreadshirt in every reasonable manner in defending itself against such claims.

5. Premature termination

Spreadshirt reserves the right to terminate the design contest early or to change the course of the contest at any time, either in full or in part, even without observing deadlines, if it is not possible to guarantee the correct implementation of the design contest for technical reasons (e.g. computer virus, manipulation of or error in software/hardware) or legal reasons.

6. Exclusion from participation

In the event of a violation of these conditions of participation, Spreadshirt reserves the right to ban participants from taking part in the design contest. This applies in particular to participants who provide incorrect information or whose submitted designs violate the law or third-party rights.

7. Privacy information

- (a) Responsible for processing personal data is sprd.net AG, Gießlerstraße 27, 04229 Leipzig, Germany. You can reach us using the following contact details: Phone: + 49 341 59 400 5900; Fax: +49 341 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; telephone + 49 (0) 30 213 002 850 or e-mail: berlin@isico-datenschutz.de.
- (b) For the execution and handling of the contest, we process the following personal data from you: Username. For the handling of prizes, we process the following personal data from you: Name, email address, postal address (where applicable). Processing of the above data is necessary for the execution of the contest and the handling of prizes. In the event of the data not being available, participation in the contest is not possible. The legal basis for processing your personal data as stated is Art. 6 para. 1 lit. b DS-GVO (General Data Protection Regulation).
- (c) If the relevant legal requirements are met, you have the following data protection rights with regard to your personal data: Right to be informed, right to receive a copy, right to rectification or erasure, right to completion, right to restriction of processing, right to object to processing and right to data portability. You also have the right to lodge a complaint with a data protection supervisory authority about our processing of your personal data. The data protection supervisory authority responsible for Spreadshirt is: Saxon Data Protection Officer, Devrientstraße 5, 01067 Dresden, Germany.
- (d) Your personal data will be processed by us as long as this is necessary for the execution and handling of the contest. In the event of a win, the data can also be processed on the basis of commercial and tax law requirements (standard period of ten years). Not affected by the above is 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. Meta: information and conditions

- (a) Alongside these regulations for participation, the relationship between Spreadshirt, the participants



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and Meta is defined by the regulations (see https://help.instagram.com/581066165581870/?helpref=uf_share) and privacy policies of Meta (see <https://privacycenter.instagram.com/policy>).

- (b) Participants may not assert any claims against Meta that arise in conjunction with the use of the Instagram messaging function for the purposes of participating in the contest.
- (c) Instagram posts with information on the design contest and participation in the design contest via Instagram are not sponsored, supported or organised by Meta in any way and are not connected to Meta in any way.
- (d) All information and data that is shared or collected by participants when using Instagram for the purposes of participation in the design contest or a design contest shall only be provided to Spreadshirt, not Meta.
- (e) Any inquiries or information regarding a design contest must be addressed to Spreadshirt, not Meta.

9. Final provisions

- (a) Should any provision of these conditions be or become invalid, this shall not otherwise affect the validity of the contract.
- (b) The law of the Federal Republic of Germany applies, excluding provisions under private international law.