

Conditions of participation

for participation in the competition "Christmas Sweepstakes - The ugliest Christmas sweater wins!"

1. General

The following conditions of participation apply to participation in the above-mentioned sweepstake of Alphacool International GmbH, Marienberger Str. 1, D-38122 Braunschweig (hereinafter referred to as "Alphacool"). By participating in the competition, the participant accepts the conditions of participation.

2. Eligibility

All persons who have reached the age of 18 at the time of entry and who are permanent residents of Europe are eligible to enter. Employees of Alphacool, its subsidiaries, advertising agencies, suppliers and their employees as well as immediate family members and/or persons living in the same household of employees are not eligible to enter the Sweepstakes. The Sweepstakes is subject to all applicable laws and regulations of the respective countries. It is invalid if the legal requirements do not allow this.

3. Procedure and implementation of the competition

Participation in the competition is limited to one entry per participant. Participation in the competition is free of charge (with the exception of any transmission costs incurred according to the tariff chosen by you from your mobile phone or Internet provider).

The sweepstakes period lasts from 12/07/2022 (06:00) to 12/18/2022 (23:59).

To enter the sweepstakes, the entrant must:

- 1) provide a picture of themselves wearing the ugly Christmas clothes via the comment function of the respective platform (Instagram/Facebook/Twitter).
- 2) send a picture of himself wearing the ugly Christmas clothes via email to marketing@alphacool.com

4. Prize

Among all participants **3x 1.000€ Alphacool vouchers and 5x Alphacool Christmas sweaters** will be randomly drawn. The winner will be selected by random generator.

5. Execution

Winner will be contacted via private message (PN) or email within 2 days of winner selection. Alphacool assumes no liability for winner not receiving notifications due to spam, junk email or other security settings, or for winner providing incorrect or otherwise non-functioning contact information. If the winner cannot be contacted, is ineligible, does not claim the prize within 3 days of the award notification being sent, or does not timely return a completed Declaration and Release, if required, the prize may be forfeited and an alternate winner may be randomly selected. Acceptance by the winner of the prize offered in this Sweepstakes is contingent upon compliance with all laws and regulations of the respective countries and local authorities. Any violation of these official rules by the winner will result in disqualification of the Sweepstakes winner. By entering the competition, the participant expressly agrees that, in the event of winning, his/her first name and the initial of his/her surname with place of residence (example: Thomas S. from Wernigerode) may be published on the Internet (on Facebook Alphacool German/English, Instagram Alphacool_Int, Twitter Alphacool as well as in other social networks and on the Alphacool website). By entering this content, you represent and warrant that your entry is an original work and that it does not infringe the copyright or intellectual property rights of any third party. If your Entry infringes the intellectual property rights of any third party, you will be disqualified at Alphacool's sole discretion. If it is alleged that the content

of your Entry infringes any third party's copyrighted or intellectual property rights, you will, at your own expense, defend or take action with respect to such claims. You shall indemnify Alphacool from and against any and all actions, proceedings, claims, liabilities, losses, damages, costs or expenses which Alphacool may incur, suffer or be required to pay as a result of any such infringement or suspected infringement of the rights of any third party.

6. Terms and Conditions: Alphacool reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes if viruses, bugs, unauthorized human intervention, fraud or other causes beyond Alphacool's control affect the administration, security, fairness or proper conduct of the Sweepstakes. In such event, Alphacool may select the winner from all eligible entries received prior to and/or after (if applicable) the action taken by Alphacool. Alphacool reserves the right, in its sole discretion, to disqualify any person who tampers with the entry process or the operation of the Sweepstakes or the Website, or who violates these Terms and Conditions. Alphacool has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to cancel votes for any reason, including but not limited to: Multiple entries by the same user from different IP addresses; Multiple entries from the same computer beyond what is permitted by the Sweepstakes Rules; or Use of bots, macros, scripts or other technical means to enter. Any attempt by an entrant to intentionally damage a website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law. Should such an attempt be made, Alphacool reserves the right to seek damages to the fullest extent permitted by law.

7. Limitation of Liability: By entering, you agree to indemnify and hold harmless Alphacool and its subsidiaries, affiliates, advertisers, partners, agents, successors, assigns, employees, officers and directors from and against any and all liability, illness, injury, death, loss, litigation, claims or damages that may arise, directly or indirectly, whether or not caused by the negligence of: (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use or misuse of any prize or portion thereof; (ii) technical failures of any kind, including, but not limited to, malfunction of any computer, cable, network, hardware or software or other mechanical device; (iii) the unavailability or inaccessibility of transmissions, telephone or Internet services; (iv) unauthorized human intervention in any part of the access process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

8. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE FEDERAL REPUBLIC OF GERMANY, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS. As a condition of participation in this Sweepstakes, entrant agrees that any dispute that cannot be resolved between the parties and any cause of action arising out of or relating to this Sweepstakes shall be resolved individually, without any form of class action, exclusively in a court of competent jurisdiction located in Braunschweig, Germany. In addition, in no event will entrant be permitted to recover any costs for punitive, incidental or consequential damages, including reasonable attorneys' fees, in any such dispute, other than entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes). Entrant shall take care not to multiply or in any way increase damages.

9. Privacy policy: The information submitted with a contribution is subject to the privacy policy of Alphacool International GmbH. To read the privacy policy, [click here](#).

10. Miscellaneous

Alphacool assumes no liability for data loss, especially during data transmission, and other technical defects. Participation on behalf of others is not permitted. The prize is not transferable to other persons. The pictorial representations of the prize used in the accompanying prize application serve to illustrate them and do not constitute a legal claim. Cash payment, change or exchange of the prize is excluded. The legal process is excluded.

11. Exemption from Facebook/Instagram/Twitter.

Participants in the Sweepstakes may not assert any claims against Facebook, Twitter or Instagram related to the Sweepstakes or participation herein. Entrants acknowledge that the Sweepstakes is not affiliated with, sponsored, endorsed or organized in any way by Facebook, Twitter or Instagram. All inquiries and notices regarding the Sweepstakes should be directed to Alphacool and not Facebook, Twitter or Instagram.

12. Agreement to the rules: By participating, Participant agrees to be bound by these Rules without limitation. Participant represents and warrants that he/she will comply with the terms and conditions of participation. In addition, the entrant agrees to accept Alphacool's decisions as final and binding as they relate to this Sweepstakes.