

Conditions of participation

TRILUX "Where there is light, there is life" competition

Status 01.12.2021

1. Organizer, participation phase

1.1. The company TRILUX GmbH & Co KG, Heidestraße 4, 59759 Arnsberg (hereinafter referred to as "TRILUX" or "Organizer") will conduct the abovementioned competition in the period from **December 1, 2021 to February 16, 2022 "Participation Phase"** in accordance with the following conditions of participation.

2. Profits

The following prizes are offered for this competition:

Place 1-5 BiCult LED

Place 6-10 Warema parasol

3. Participation

3.1. Participants are those who during the participation phase

a) creates a user account for the TRILUX competition with truthful user data (see section 3.2, active user account) and

b) has uploaded at least one image that complies with the requirements set out in section 3.3.

3.2. The user account can be set up at www.trilux.com.

For the creation of a user account and for the secure administration of the user account of the respective participants, the following data is required: Salutation, surname, first name, postal address, telephone number and a personal e-mail address that is valid until at least 31. **06.2022**, as well as a personal password. The correctness of the data is a prerequisite for participation and the issuance of the prize.

After setting up the account, TRILUX will send a confirmation e-mail to the specified e-mail address with a link which the participants must click to activate the user account.

Only one user account may be created per person.

3.3. The image must meet the following requirements:

a) address the motto "Express your personal association with "Where there is light, there is life." in a picture";

b) be accompanied by a descriptive text;

c) Size max 750 x 750 px min 200 x 200 px, File size max. 10 MB Format .jpg or .png

d) Collages, image editing are allowed

The images submitted as part of the competition must not be obscene, offensive, defamatory, ethically objectionable, glorifying violence, pornographic, harassing, unsuitable for minors, racist, inciting hatred, xenophobic, radical right-wing and/or otherwise reprehensible. The submission of such images will result in exclusion in accordance with section 4.2 of these conditions of participation.

3.4. For compliance with the deadline, the time of transmission of the data that participants have entered in the input mask on the campaign website applies. The time of the complete receipt of the data on the server provided by TRILUX is decisive. TRILUX assumes no liability for the data transmission.

4. Eligibility and scope

- 4.1. Only natural persons who have reached the age of 18 and have a residence within the European Union are eligible to participate. Employees (and their relatives) of TRILUX and companies associated with TRILUX, as well as all persons and service companies involved in the conception and implementation of the competition are excluded from participation.
- 4.2. The organiser reserves the right to exclude participants from the competition in the event of suspected misuse, manipulation or criminal behaviour.

5. Determination of profit

The winners will be determined by **February 16,2022** from all participants in the competition by a TRILUX internal jury, which will select the images based on the following criteria:

creative expression, implementation of the action motto, emotionality of the images

6. Notifications, prize distribution

- 6.1. Notification of the prize will be made by e-mail or, if indicated, by telephone.
- 6.2. The delivery of the prizes will be made to the postal address provided or in accordance with section 7.
- 6.3. The claim to the prize expires if the prize is not accepted after one month from the date of the

determination of the winner or if the prize cannot be delivered due to incorrect data.

7. Winners meeting, publications

- 7.1. TRILUX reserves the right to hand over prizes within the scope of a personal visit or winners' meeting. TRILUX decides on the place, time and type of use.
- 7.2. In the case of personal handover, TRILUX reserves the right to bring an agent, a photographer and/or a film team for PR purposes to this visit/meeting by appointment and to make recordings.
- 7.3. By taking part, participants agree to the production and publication of the photographic material taken during the winners' meeting, including details of the location, name and prize, in online and print media.

8. Rights of use, rights of third parties

- 8.1. The participants grant TRILUX the spatially and temporally unrestricted rights to the submitted image material for the implementation of the competition, its advertising and reporting on it free of charge and agree to the publication of the image and their personal details. In addition, TRILUX shall receive the rights for processing (in particular electronic image processing in online presentations), for duplication, reproduction by image carriers as well as the right to transfer these rights to third parties. The aforementioned transfer of rights of use shall be free of remuneration.
- 8.2. The participants assure that they may dispose of the aforementioned rights and that no rights of third parties are violated by the processing, use and publication of the images. This includes, in particular, third-party copyrights or personal rights of any persons photographed. The participants indemnify TRILUX against claims by third parties arising from the infringement of such rights and the costs of legal action.
- 8.3. There is no right to participate in the competition and publication of submitted images.

9. Termination of the competition, liability

9.1. TRILUX reserves the right to terminate the competition prematurely or to adapt the conditions of participation to the changed conditions in the event of important reasons. This applies in particular to any reasons that disrupt or prevent the competition from running as planned or if correct implementation is not possible for technical reasons.

9.2. TRILUX further assumes no liability for the correctness of the information, provision and accessibility of the promotion website or for the transmission of the data.

10. Legal action

Legal recourse is excluded. German law applies.

11. Data protection

- 11.1. For the participation in the lottery the indication of personal data is necessary.
- 11.2. The legal basis for data processing is Art.6 para.1 lit. a DSGVO (consent).
- 11.3. All personal data of the participants will neither be passed on to third parties nor given to them for use without their consent.
- 11.4. In the event of a win, the winner agrees to the publication of their name in the promotional media used by the Promoter. This includes the announcement on digital communication channels of the organizer and its social media platforms.
- 11.5. Participants can revoke their consent at any time. The revocation must be sent in writing to vertriebsmarketing@trilux.de. After revocation of the consent, the collected and stored personal data of the participants will be deleted immediately.
- 11.6. Further information on data processing according to Art.13 DSGVO can be found <u>here</u>.
- 11.7. Please also note our general privacy policy, which is available at https://www.trilux.com/en/footer/dataprotection-declaration/.