

General conditions of participation and data protection information for competition

These general conditions of participation apply to competitions organized by sprd.net AG (hereinafter "Spreadshirt"), Gießereistraße 27, 04229 Leipzig, Germany. Conditions and regulations that are stated in connection with the respective competition – e.g. in the text of the competition – ("Additional Terms") take precedence over these general conditions of participation.

1. Participation and prize

The topic and the period of the competition as well as the prizes are specified in the additional conditions for the respective competition.

2. Conditions of participation and implementation of the competition

2.1 Persons over the age of 18 who are resident in a country of the EU/EEA or Switzerland are eligible to participate.

2.2 An entrant enters the Competition by following the additional conditions for the respective competition.

2.3 Participation in the competition and claiming the prize are free of charge for participants.

3. Processing

3.1 The winner will be announced shortly after the end of the competition by means of a comment on the competition post. The winner will be asked in this comment to confirm acceptance of the prize in the form of a private message to Spreadshirt's Instagram page, stating their postal address and/or email address. Upon confirmation of acceptance of the prize, the prizes will be sent to the postal address and/or email address provided.

3.2 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 shall be borne by the participants.

3.3 Winning claims are not transferable. The participant can renounce the prize. In this case, a new winner will be determined.

4. Early termination

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

5. Privacy policy

5.1 The responsible party for the processing of personal data is sprd.net AG, Gießerstraße 27, 04229 Leipzig, Germany. You can reach us at 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: phone + 40 30 213 002 850 or e-mail at berlin@isico-datenschutz.de.

5.2 For the implementation and processing of the competition, we process the following personal data from you: username. We will process the following personal data for the purpose of processing the prize: name, e-mail address and (if applicable) your postal address. The processing of the aforementioned data is necessary for the implementation of the competition and the processing of the prize. If the data is not provided, participation in the competition is not possible. Legal basis for the aforementioned processing of your personal data is the German GDPR, paragraph 6, section 1, sub-paragraph b.

5.3 If the pertinent legal requirements are met, you have the following data protection rights with regard to your personal data: right to information, right to receive a copy, right to rectification or deletion, 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 our processing of your personal data. The data protection supervisory authority responsible for Spreadshirt is: Sächsischer Datenschutzbeauftragter, Devrientstraße 5, 01067 Dresden, Germany.

5.4 Your personal data will be processed by us as long as this is necessary for the implementation and processing of the competition. In the event of a win, the data may be processed beyond this time due to commercial and tax law requirements (standard period ten years). The processing of personal data on the basis of a further legal relationship with you – and in particular the processing on the basis of a contract with you as a Spreadshirt partner – shall remain unaffected by what is stated above.

6. Instagram: Notices and conditions

6.1 In addition to these Terms and Conditions of Participation, the relationship between Spreadshirt, the Participant and Instagram is governed by the Terms of Use (please refer to <https://help.instagram.com/478745558852511>) and Instagram's Privacy Policy (please refer to <https://help.instagram.com/155833707900388>).

6.2 Participants may not make any claims against Instagram arising in connection with the use of the Competition Application or participation in the Competition.

6.3 Both a competition app and a competition are in no way sponsored, endorsed, or organized by – or associated with – Instagram.

6.4 All enquiries and notices regarding a competition shall be directed to Spreadshirt (and not Instagram).



7. Final provisions

7.1 Should any provision of these terms and conditions be or become invalid, this shall not affect the validity of the remaining contract.

7.2 The laws of the Federal Republic of Germany shall apply to the exclusion of the conflict of laws provisions.