Stadler Form®

Competition terms and conditions for the meta pages of Stadler Form

1.1 General information

The competition is organised by Stadler Form Aktiengesellschaft, Chamerstrasse 174, 6300 Zug (hereinafter referred to as «the Organiser») via the official fan pages (www.facebook.com/StadlerForm and www.instagram.com/stadlerform). By participating in the competition, the user (hereinafter referred to «the Participant») is deemed to have accepted these terms and conditions.

1.2 About the competition

Participation in the competition is effected by fulfilling the requirements that are specified in the announcement of the competition on the respective fan page. Unless stated otherwise, participation in the competition is voluntary and free of charge. The chances of winning will remain unaffected by the purchasing of a service and/or the making of a purchase. Multiple entries and the further distribution of the contents, such as e.g. sharing the contents via one's own channels, is not a prerequisite for participation in the competition and will not increase the Participant's chances of winning in any way. Participants are responsible for content in the Comment fields. No correspondence will be conducted regarding the competition.

1.3 Participation

The competition will start and finish according to the details in the post on the respective fan page of the Organiser. Unless stated otherwise, persons over the age of 18 who are capable of acting and permanent residents of Switzerland are eligible to take part. Participants who are younger or incapable of acting must obtain consent from their legal guardian before taking part in a competition. Any participation is deemed irrelevant if it is excluded by law. Recourse to the courts is not permitted.

1.4 Prizes

The prizes in the respective competition will be announced via the fan pages of the Organiser or as a story via the respective channel and correspond to the description in the post. The prize cannot be taken in cash. Prizes will be sent to the winners. Winners will be selected at random. In the case of creative questions set or creative photography competitions, a jury may be asked to determine the winners. Participants are responsible for content in the Comment fields. The conditions specified under point 1.6 apply with regard to unlawful content for images. No correspondence will be conducted regarding the competition. Any taxes, fees and other charges will be paid for by the winners.

1.5 Contacting the winners

Winners will be mentioned by name (username) in a post or comment below the competition post or contacted via private message and asked to contact the Organiser using the message function or by e-mail. If the winners fail to contact the Organiser within 7 days, a new winner will be chosen. By accepting the competition terms and conditions, winners expressly declare that they agree to this form of publication.

1.6 Exclusion from participation

Employees of the Organiser as well as any persons involved in the conception and implementation of the competition are excluded from participation. Sweepstake associations and automated sweepstake services are not eligible to take part. The Organiser is entitled to exclude individual persons from taking part if there are justified reasons for doing so, such as e.g. violation of the competition terms and conditions, attempted manipulation etc., and reserves the right to take legal action. For photography competitions: Images with negative, indecent, pornographic, political, racist or religious content are not permitted and are excluded from participation. Entries which infringe the rights of third parties are also excluded from participation. The Organiser will remove such content from the fan page immediately and reserves the right to take legal action if necessary in the event of infringement.

1.7 No connection to Meta

This competition is not connected with Meta (Meta Platforms, Inc. Menlo Park, California 94025, USA) and is not sponsored, supported or organised by Meta in any way. Meta is not responsible for any of the content published in connection with this campaign. The recipient of the information provided by the Participants is not Meta but rather the Organiser. The Organiser shall indemnify Meta against any claims made by third parties in connection with this competition. Any questions, comments or complaints regarding the competition should not be directed to Meta but rather to the Organiser at marketing@stadlerform.com.

1.8 Data protection

The Organiser is responsible for the collection and processing of the personal data provided by you in connection with the respective competition. Further information on how the Organiser handles your personal data can be found in these competition terms and conditions and in the Organiser's <u>data protection declaration</u>.

Winners may be asked to provide certain personal data (e.g. title, first name, surname, date of birth, address and e-mail address) for the Organiser. These personal data will be stored in Switzerland and used for the purpose of participation in the competition as well as for the conducting of the competition. The personal data of the Participants will only be forwarded to third parties if it is necessary to do so for the purpose of conducting the competition and delivering the prize. The Organiser will ensure that the third parties only process personal data in the way that the Organiser would be permitted to. Participants may send queries that they may have regarding the processing of personal data to the Organiser at: shop@stadlerform.com.

The data protection regulations for the relevant platform shall apply to the use of the meta platforms.

1.9 Liability

To the extent permitted by law, the Organiser excludes all liability and responsibility in connection with competitions and the organisation and redemption of prizes. In particular, the Organiser shall not be liable for technical failures on the competition page, including faults in the network servers or hardware faults, viruses, bugs, programming errors or other errors in transmission beyond its control.

1.10 Right to cancel/change the competition

The Organiser may change the terms and conditions for participation in the competition at any time. The Organiser reserves the right to cancel the competition if it has good reason to do so. This may be the case in particular if the ability to conduct the competition properly can no longer be guaranteed for technical or legal reasons. Recourse to the courts is not permitted.

The place of jurisdiction is Zug. Swiss law shall apply.

Zug, May 2022