

**Conditions of participation and data protection information for the “Show us your Outletcity” competition**

The organiser of the “Show us your Outletcity” competition (hereinafter referred to as the **“competition”**) is OUTLET CITY METZINGEN GmbH, Friedrich-Herrmann-Str. 6, 72555 Metzingen, Germany (hereinafter referred to as **“OUTLET CITY METZINGEN”**).

The following conditions of participation apply to anyone wishing to enter the competition. By choosing to enter the competition, you are confirming that you accept these conditions.

1. The competition will be run on a monthly basis, starting in September 2020. The competition will officially open at 00:00 on the first day of each calendar month and close at 23:59 on the last day of each calendar month (hereinafter referred to as the **“monthly competition period”**).
2. One prize will be up for grabs within each monthly competition period. The winner of the prize will be announced each month. The prize is currently:

A shopping voucher worth EUR 250.00 to spend at participating outlet stores at OUTLET CITY METZINGEN (not valid online). The voucher terms and conditions will apply.

3. You must enter the competition on Instagram. You can access the terms of use for Instagram here: <https://www.facebook.com/help/instagram/478745558852511>.
4. All residents of Germany aged 18 or over are eligible to enter the competition. You are not permitted to enter the competition if you work for OUTLET CITY METZINGEN or HOLY AG and your entry will not be counted.
5. If you wish to enter the competition, post a photo of OUTLET CITY METZINGEN on your own public Instagram account within the monthly competition period. You must have taken the photo yourself. You must also use the hashtag **#outletcityXpics** and tag the **@outletcity\_metzingen** Instagram account. Including the relevant hashtag and tagging the relevant account counts as confirmation that you have read and accepted the conditions of participation.

**PLEASE NOTE: Photos will only be accepted as competition entries if they do not break the law and do not become the subject of any other complaint. When you enter the competition, it is your responsibility to ensure that your photo is not pornographic, racist, otherwise offensive or illegal. You must also be sure that your photo does not violate any copyright or trademark rights.**

6. OUTLET CITY METZINGEN will use its own discretion when determining the winner and awarding the prize. To do so, OUTLET CITY METZINGEN will ask a judging panel to nominate two photos. OUTLET CITY METZINGEN will then share these photos on its Instagram story and ask its followers to vote for their favourite by liking it. The photo with the most likes will be declared the winner. The winner for any given monthly competition period will be determined by the 14th day of the following month.

The winning photo will be posted by OUTLET CITY METZINGEN in a story on its "Outletcity Metzingen" Instagram account by the 14th day of the month following the relevant monthly competition period. OUTLET CITY METZINGEN will also send the winner a private message to inform them directly that they have won the competition and explain how they can claim their prize. If the winner does not acknowledge that they have won within three days (as explained in the private message they will have received), or if it is not possible to get hold of the winner through their account, they will forfeit their claim to the prize. If this happens, OUTLET CITY METZINGEN reserves the right to choose another winner for that monthly competition period and post their photo accordingly.

7. OUTLET CITY METZINGEN will not be held liable for any material or legal defects relating to the prizes or any other defects that arise or may arise in association with the prizes.
8. OUTLET CITY METZINGEN cannot guarantee that its Instagram account, or the content posted on that account in relation to the competition, will be available or functioning fully. Above all, OUTLET CITY METZINGEN cannot guarantee that photos will not be deleted, corrupted or lost as a result of a technical fault or human error.
9. OUTLET CITY METZINGEN reserves the right to disqualify entrants from the competition when there is good cause to do so, such as if the entrant is found to be in breach of these conditions of participation or is suspected of rigging the competition in some way.

10. There is no cash alternative to the prize. The competition is open to individual entrants only – gambling associations, competition service providers and the like are not permitted to enter. Prizes may not be transferred or exchanged.
11. OUTLET CITY METZINGEN also reserves the right to close the competition early at any point, without prior notice, and may alter the conditions of participation as it sees fit. Most significantly, OUTLET CITY METZINGEN will be authorised to act in this way if technical, legal or economic reasons dictate that it is no longer possible to run the competition properly or that the competition is no longer feasible.
12. The competition is not affiliated with Instagram in any way and Instagram is not playing any part in sponsoring, supporting or organising it.

13. **Usage rights for competition entries**

Upon entering the competition, you grant OUTLET CITY METZINGEN non-exclusive, transferable and sub-licensable usage rights to the photo you have posted with no limitation on location, time or content. OUTLET CITY METZINGEN therefore has the right to process, use, share, copy, publicly present and display the posted photo, especially as part of photo galleries or lists. When you enter the competition, you expressly agree to your photo being used free of charge by OUTLET CITY METZINGEN on its web pages, especially on outletcity.com, for marketing purposes online and offline – with no limitation on location, time or content. You also agree to your photo being used accordingly on apps for smartphones and other similar devices and on the social media accounts run by OUTLET CITY METZINGEN on Facebook, YouTube and Instagram.

You are entitled to inform OUTLET CITY METZINGEN that you wish to withdraw this transfer of rights at any point with future effect. You can also withdraw this transfer of rights yourself at any point by deleting your content or account. However, please remember that your content will not be fully deleted if it has been shared with others who have not deleted it too.

Please note that OUTLET CITY METZINGEN is only responsible for the content posted on its own web pages/social media accounts and cannot accept any liability in the event that third parties unlawfully share photos entered into the competition. OUTLET CITY METZINGEN will not be held liable for material or immaterial damage caused by posts on social media relating to the competition provided that there is no proof suggesting that there was any malicious intent or gross negligence on the part of the author.

Please also note that photos entered into the competition may also appear in lists of results generated by search engines.

**14. Copyright**

When you enter the competition, you must confirm that you have all the rights to the photo you have posted and unrestricted exploitation rights of all parts of the photo, that no third parties have rights over the photo and that no rights to privacy are violated by images of people. If any identifiable people appear in your photo, you must have asked them to give their consent to the photo being posted. You will need to confirm this in writing if requested to do so. When you enter the competition, you confirm that OUTLET CITY METZINGEN will not be held responsible in the event that third parties do end up asserting claims on the basis of their rights being violated.

15. The law of the Federal Republic of Germany will apply exclusively to the competition. The organiser's decision is final as regards the running of the competition, deciding upon the winners and awarding the prizes.

## **Data protection information for the competition**

### **1. Data Controller**

OUTLET CITY METZINGEN GmbH, Friedrich-Herrmann-Str. 6, 72555 Metzingen, Germany (hereinafter referred to as "**OUTLET CITY METZINGEN**"), phone: +49 (0)7123 92340, email: [service@outletcity.com](mailto:service@outletcity.com). You may contact our Data Protection Officer by sending an email to: [datenschutz@outletcity.com](mailto:datenschutz@outletcity.com).

### **2. Purposes of data processing and data storage period**

OUTLET CITY METZINGEN will use data collected as part of the competition to run the competition, to notify the winners and to award the prizes. Article 6(1)(b) of the GDPR provides the lawful basis for processing this data.

We will delete any personal data required for the purposes of the competition as soon as we have fulfilled our contractual and legal obligations. Personal data relating to winners of the competition will be needed for accounting purposes and as such will be stored as part of our accounting records. We will also need to be able to provide evidence that we have conducted ourselves properly when determining the winners and awarding the prizes within the statutory limitation periods where required.

For further information on how personal data is processed within the OUTLET CITY Club, please read our separate privacy policy here: <https://www.outletcity.com/en/metzingen/data-protection/>.

### **3. Other provisions**

If you are not willing to provide us with your personal data, you will not be able to enter the competition.

We will not be deploying automated decision-making.

### **4. Data recipients**

Your data will not be passed on to any third parties.

## **5. Your rights**

You have the right to access, rectify and erase your data, to restrict the processing of the same, and to data portability under the applicable legal provisions.

You also have the right to lodge a complaint with a relevant supervisory authority at any time if you are not happy with the way in which we have processed your data.