

TERMS AND CONDITIONS OF COMPETITION – Easter 2023

By participating in the aforementioned Competition ("Competition"), and providing confirmation with the corresponding check box, the participant accepts the following Terms and Conditions of Participation and the Privacy Policy. These are exclusively applicable for participation as well as the distribution of prizes.

1. Organizer

Schleich GmbH, Am Limes 69, 73527 Schwäbisch Gmünd, Germany (hereinafter referred to as "we," "organizer" or "Schleich") is the organizer of the Competition.

2. Eligibility for participation and attempts at manipulation

Entry is free of charge and independent of the purchase of goods or services. By participating in the Competition, the participant accepts these Terms and Conditions of Participation.

Eligible for participation are all natural persons residing in Germany, Austria, Switzerland, France, Spain, Great Britain, Netherlands, Poland, and the Czech Republic (hereinafter referred to as "Participating Country" or collectively "Participating Countries" respectively), who are at least 18 years of age when participating, or in the presence of parents in the case of minors. Employees of the organizer and persons involved in the design or arrangement of this Competition are not eligible for participation.

We expressly reserve the right to review the eligibility of winners before distribution of the prizes. This is to ensure that distribution is only made to eligible persons. If the review shows that the participant is not eligible for participation, the organizer is entitled to refuse distribution of the prize without this giving rise to claims for compensation, damages or indemnification. The distribution of prizes may also be conditional upon the granting of an advertising exemption in accordance with Section 5 (2) of these Terms and Conditions of Participation.

Usage of scripts, robots, participation or Competition registration services, or other automated measures for participation is prohibited. We reserve the right to exclude participants who attempt to manipulate or violate these Terms and Conditions of Participation.

3. Participation arrangements

The Competition starts at 00:00 CET on March 1, 2023 and ends at 23:59 CET on April 10, 2023 ("Competition Period"). Participation in the Competition is possible from March 1, 2023 at 00:00 CET to April 10, 2023 at 23:59 CET ("Participation Period"). The time at which the digital memory game ends ("Application") is decisive.

The organizer is implementing a 360° campaign. As part of this, a QR code or link to the URL maintained by the organizer (schleich-s.com/springsurprise) is displayed on POS (Point of Sale) displays, in print advertising material, in the respective online shops of the organizer in Participating Countries, as well

as on the social media accounts of the organizer (Facebook and Instagram). To take part in this Competition, the participant must scan this QR code with their smartphone to get to an integration provided by the organizer (hereinafter referred to as “Application”) on the Competition website and can therefore participate in a memory game provided by the Application. To play, the participant must enter their email address, first name, surname and a user name. The user name may be published by schleich®. Alternatively, the participant can also access the aforementioned Application by entering a URL address. The participant can then play a digital game in the Application. The participant takes part in the Competition by playing the game during the Participation Period and by agreeing to these Terms and Conditions of Participation.

4. Determination of the winners

During play, the Application will stop the time it takes for the participant to successfully complete the game. The person who solved their game the fastest in the respective country wins the Competition. The high score can be seen during the Competition Period, including the user names of the participants.

The winner will be determined after the end of the Competition.

5. Notification of the winners

In accordance with Section 4, winners will be promptly notified via the specified email address. After receipt of a winner's notification, the winner must promptly, within 7 days after receipt of the notification at the latest, confirm receipt to the organizer and disclose the information required to distribute the prize (in particular, the delivery address for the gift package).

In addition, the organizer may require winners to submit a sworn declaration of eligibility for participation, an exemption from liability and a separate advertising exemption (if legally required and permitted) as a condition for the distribution of the prizes. If the winner does not comply with this, the organizer is entitled, at its discretion, to select a replacement winner from all remaining eligible entries in accordance with Section 4. The winners will be announced by name on the organizer's website and social media channels.

6. Prizes

The prizes to be won as part of the Competition are:

- A total of 1 surprise prize package per Participating Country (one prize package per winner) from the organizer's product range, each prize worth a maximum of EUR 500.00 including VAT.

Only the prize described here is awarded in each case; cash payment, exchange or resale of personal prizes is excluded. Prize claims are not transferable. The chance of winning is determined by the total number of eligible entries received.

7. Exclusion of liability

Technical problems during Competition participation cannot be ruled out. We therefore accept no liability for any temporary unavailability of our website, the Application, or for loss of data and resulting damages. Our liability is generally limited to gross negligence or intent, unless the damage results in injury to life, limb or health, and in the case of claims for compensation in accordance with the Product Liability Act. In cases of minor negligence, which lead to a delay or the impossibility of carrying out owed services, or breach of an essential duty, in other words, a duty that makes the proper performance of the Competition possible in the first place and the fulfillment of which a participant may regularly rely on and breach of which jeopardizes the achievement of the contractual purpose, we are only liable for resulting property or financial damage to the amount that is typically foreseeable.

8. Privacy Policy

Processing of personal data is required for participation in the Competition. The organizer will only process the participant's details and other personal data within the framework of the statutory provisions of the applicable EU General Data Protection Regulation (GDPR). Processing takes place on the basis of Article 6 (1) (b) GDPR for carrying out the Competition. Any participant is entitled to object in accordance with Article 21 GDPR. Personal data will be stored for as long as necessary to carry out the Competition.

The personal data processed for Competition participation is only used for carrying out the Competition. In accordance with statutory provisions, the data subject's separate consent is required to use this information for advertising or market research purposes. In all other respects, the provisions of our Privacy Policy shall apply. These are available at www.schleich-s.com/rechtliches/datenschutz/

In the event that they win a prize, the participant declares their consent to publication of their name and the high scores achieved in advertising media used by the organizer. This includes the announcement of the winner on the organizer's website and social media channels.

Participation in the Competition requires compliance with the Instagram and Facebook Terms of Use. The Competition is not sponsored or managed by Instagram or Facebook. The sole organizer of the Competition is set out in Section 1 of these Terms and Conditions of Participation.

9. Miscellaneous and usage rights

We reserve the right to terminate the Competition for good cause. Termination for good cause may occur particularly in the case where the proper implementation of the Competition can no longer be guaranteed for technical or legal reasons. Should such termination be caused by the conduct of a participant, the organizer is entitled to demand compensation from this participant for the damage incurred.

There is no right of appeal.

The participant guarantees that they took the submitted photo themselves and transfers the existing usage rights to Schleich for the purpose of carrying out the Competition as well as advertising measures in accordance with these Terms and Conditions of Participation. By participating, the participant grants the organizer the non-exclusive right to publish the submitted image free of charge in an online gallery on the Gleam platform as well as on its own websites and social media presences on Facebook and Instagram. The aforementioned usage rights are granted free of charge and allow the participant to use the photo to take part in the Competition.

The participant also guarantees that the submitted photo is free of third-party rights, takes responsibility for any claims raised against Schleich relating to their photo, and releases Schleich from all costs, including appropriate legal defense costs.

The laws of the Federal Republic of Germany apply to the contract and Competition participation, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. In the case of consumers, this choice of law only applies insofar as it does not deprive the consumer of protection granted by mandatory legal provisions in the country of the consumer's habitual residence.

The invalidity of individual provisions of these Terms and Conditions of Participation does not affect the effectiveness of the remaining provisions.