

COMPETITION TERMS AND CONDITIONS OF PARTICIPATION – Christmas Competition 2022

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 manipulation attempts

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, France, Great Britain, USA, the Netherlands, Poland and Czechia (in the following each a "participating country" or collectively "participating countries") aged 18 years or over when participating. Employees of the organizer or persons involved in the design or arrangement of this competition are not eligible for participation. An independent social media competition will be held by Korea and China. A product package can be won.

We expressly reserve the right to review the eligibility of winners before distribution of the prizes. This is to ensure that distribution only takes place 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 modalities

The competition starts at 00:00 CET on October 1, 2022 and ends at 23:59 CET on December 16, 2022 ("participation period"). Participation in the competition is possible from October 1, 2022 at 00:00 CET to December 16, 2022 at 23:59 CET ("Participation Period"). The time of receipt of the photo, described in more detail below, via the "Gleam" application set up for this purpose 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/Xmas) is displayed on POS (Point of Sale) displays, coloring templates, in print advertising materials, 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 the competition, the participant designs the reindeer coloring template according to their wishes and then submits it. They have three options:

1. The participant uses a coloring template available at the POS to color in the reindeer according to their wishes. In the next step, the colored image must be uploaded to the microsite as a photo. To do this, the QR code on the coloring template must be scanned with a smartphone. This gives the participant the opportunity to upload the colored image via an upload function provided by the organizer. Alternatively, the participant can also access the aforementioned application by entering a URL address. In order to participate in the competition, the participant agrees to these Terms and Conditions of Participation and submits the image to schleich during the participation period via an upload link provided in the application or a "Gleam" link provided by the organizer (hereinafter referred to as "submission").
2. The participant prints out the coloring template available on the campaign page to color in the reindeer according to their wishes. In the next step, the colored image must be uploaded to the microsite as a photo. To do this, the QR code on the coloring template must be scanned with a smartphone. This gives the participant the opportunity to upload the colored image via an upload function provided by the organizer. Alternatively, the participant can also access the aforementioned application by entering a URL address. In order to participate in the competition, the participant agrees to these Terms and Conditions of Participation and submits the image to schleich during the participation period via an upload link provided in the application or a "Gleam" link provided by the organizer (hereinafter referred to as "submission").
3. The participant uses the web integration provided on the campaign page to color in the reindeer online according to their wishes. To do this, the participant must follow the instructions of the web integration. In order to participate in the competition, the participant agrees to these Terms and Conditions of Participation and submits the image to schleich during the participation period via an upload link provided in the application or a "Gleam" link provided by the organizer (hereinafter referred to as "submission").

Each submission must meet the following requirements:

- The photo must be the original work of the participant. Work by third parties is not accepted. The participant guarantees that they hold the required rights to the submitted photo. If the participant is not the sole creator or copyright holder, they expressly declare that they have the rights required to participate in the competition. The organizer is not obliged to check the images submitted by participants for potential violations of third-party rights.
- Works by children or young people are accepted if they are submitted on their behalf by a parent or legal guardian.
- Each participant can only enter the competition once.
- The post may not contain any content that is obscene, pornographic, defamatory or otherwise offensive (including, but not limited to, insults, offensive language, nudity and excessive violence).

4. Determination of the winners

All submissions made available during the participation period that fulfill the Terms and Conditions of Participation are reviewed by a selection committee to be determined by schleich.

After the participation period, the selection committee will hold a draw for all countries on December 19, 2022, with one winner per country selected from all entries based on the criteria of painting idea and creativity, as well as the technical feasibility of the painting.

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, at the latest within 5 days after receipt of the notification, confirm receipt to the organizer and disclose the information required to distribute the prize (in particular the delivery address for the gift package) as requested in the winner's notification.

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, in accordance with Section 4 the organizer is entitled, at its discretion, to select a replacement winner from all remaining eligible entries. 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 schleich reindeer in individual design per participating country

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, submission via the Gleam link, 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 proper performance of the competition possible and the fulfillment of which a participant may regularly rely on and breach of which jeopardizes 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 implementation of the competition. Any participant is entitled to object in accordance with Article 21 GDPR. The personal data will be stored for as long as necessary for the implementation.

The personal data processed for competition participation is only used for performance of the competition. In accordance with statutory provisions, use for advertising or market research purposes will only take place with separate consent by the data subject. In all other respects, the provisions of our Privacy Policy, available at www.schleich-s.com/rechtliches/datenschutz as well as the [privacy policies of Gleam](https://gleam.io/privacy), available at <https://gleam.io/privacy>, apply in the currently valid version.

In the event that they win a prize, the participant declares their consent to publication of their name and the submitted [coloring suggestion](#) in advertising media used by the organizer. This includes 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.

The organizer is entitled, but not obliged, to publish the submitted images for a period of up to two years after the end of the participation period – including in part or in processed form – on its internet presence in the participating countries and as part of its social media channels. schleich is entitled to check the submitted photos before they are published and to refuse their publication at its reasonable discretion.

9. Other and rights of use

We reserve the right to terminate the competition for important reasons. Termination for important reasons may occur in particular if proper execution 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 shall be 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 competition implementation 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.