

# Terms & Conditions for Hotel zum schwarzen Bären Photo contest (05.10.18 to 24.12.18)

HOTEL ZUM SCHWARZEN BÄREN, EMMERSDORF; 05.10.2018

## Terms and conditions and data protection

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This contest is organised by Pritz GesmbH Hotel-Restaurant „Zum schwarzen Bären“, Marktplatz 7, 3644 Emmersdorf, Austria (referred to as 'the Hotel').

### 1. What can I win?

By taking part in the contest one has the chance to win a one night stay for one person in the Hotel. The prize may be used only in the next year/365 days/ after the drawing. The night stay cannot be exchanged for money or another product or service.

### 2. How can I take part?

A participant can take part in the contest with a personal photo:

**a/** that they make of themselves with a plush bear or bear cushion at reception and post it on their Facebook wall with the **public Check-in Option** at Hotel zum schwarzen Bären in Emmersdorf;

or

**b/** that an employee at reception makes of them with a plush bear or bear cushion at the Reception and posts it on the Hotel Facebook Page with the **public Check-in Option** at Hotel zum schwarzen Bären together with the name of the participant.

By participating in the contest the participant accepts the conditions and agrees that a photo may be taken of them and posted on Facebook.

### **3. When does the contest start and end?**

The contest takes place in a three-month period. A drawing will take place on the first day of every month including all the photos that were posted in the previous month /24, 27 or 30 days/. **The contest has the following phases:**

October: Start on 05.10.2018 at 00:00 and end on 31.10.2018 at 23:59

#### ***First drawing: 1 November 2018***

November: Start on 01.11.2018 at 00:00 and end on 30.11.2018 at 23:59

#### ***Second drawing: 1 December 2018***

December: Start on 01.12.2018 at 00:00 and end on 24.12.2018 at 23:59

#### ***Third drawing: 25 December 2018***

### **4. What is the procedure for choosing the winner?**

The monthly winner will be chosen on the first day of each month /and on 25 December/ in a drawing over a Facebook live stream and will be informed per E-Mail. There is only winner and two contingency winners per drawing.

### **5. How can I receive my prize?**

The winner must contact the Hotel in a week after the drawing at longest per telephone, E-Mail or Facebook. Then, they will receive a private E-Mail with a voucher with a single-use code.

### **6. Who can take part?**

Participants and winners may be all natural persons above 18 years of age, in Austria or abroad.

### **7. Who cannot take part?**

The Hotel has the right to exclude individual participants if there are justifying reasons, for example, an infringement of these conditions, double or multiple participation, manipulation etc. Hotel employees or their families cannot take part in the contest. Redress through the courts is excluded.

## **8. What happens if I do not contact the Hotel?**

In case the winner does not contact the Hotel in one week, the participants on second and third places have the chance to win the prize and the second participant is chosen. In case the second participant does not contact the Hotel in a week after being informed, the prize goes to the third participant. In case they also do not contact the Hotel in a week, the prize for that phase is cancelled.

## **9. Can I transfer the prize to someone else?**

The winner may transfer the prize to another person by contacting the Hotel up front.

## **10. Reserve clause**

The Hotel reserves the right to change these terms and conditions any time and without prior notice and to pause or end the contest. The Hotel may use this right in case the regular contest procedures cannot be ensured on technical grounds (e.g. computer system viruses, manipulation or failure in the hard- or software) or on legal grounds (e.g. change in the terms of usage or policies of Facebook or Instagram). Provided that such termination was caused by the conduct of a participant or in case a participant violates these conditions the Hotel may claim the extent for the incurred damages suffered.

## **11. Data protection**

By taking part in this contest, the participant agrees that the Hotel may save their personal data and use it for carrying out the contest. Personal data in this contest are the names, E-Mail addresses and the photos of the participant.

We value the safety and satisfaction of our guests and users. The Hotel saves and uses the collected data exclusively for carrying out the contest. After the end of the contest /25.12.2018/, all data saved internally and posted on Facebook by the Hotel will be deleted.

Only the names of participants and winners may be posted on Facebook. No other data may be forwarded to Facebook or third parties. Participants may receive information about the usage of their personal data by sending an enquiry to [hotel@hotelpritz.at](mailto:hotel@hotelpritz.at) und request the correction, blocking or deletion of their data anytime.

## **12. Other terms**

Recourse to the courts is not permitted. The Austrian law shall apply exclusively. Should parts of these terms and conditions be invalid, the remaining parts shall remain unaffected.

Participant-generated content must comply with the applicable law. The publication of offensive, pornographic, discriminating, political, religious, personality-offensive or similar improper contributions is not allowed. The Hotel reserves the right to delete such without any justification or to

send a report to Facebook. Contributions to the contest should not contain any competition, brand or copyright infringements. Should the participant violate these terms and conditions the Hotel has the right to exclude them from the contest. Excluded will also be persons who use illicit means (e.g. hacking tools, viruses, Trojan horses, etc.) in other ways seek advantage by means of manipulation. Persons who participate on behalf of others (with their knowledge of lack thereof) may also be excluded from the contest.

### **13. Exemption clause for Facebook and Instagram**

This contest is in no way related to, sponsored, supported or organised by Facebook or Instagram. The receiver of participants' data is the Hotel. Facebook and Instagram are free from and responsibility and damage claims that may arise during running of the contest.

### **14. Additional costs**

The Hotel may not be held responsible for any additional costs or damages incurred by the winners or participants.