

## PARTICIPATION CONDITIONS FOR OUR ADVENT CALENDAR COMPETITION

Rutronik Elektronische Bauelemente GmbH (*hereinafter referred to as: Rutronik*), Industriestraße 2, 75228 Ispringen, Germany, is offering an advent calendar competition on its website Rutronik.com.

Participation and the competition procedures are subject to the following terms and conditions. Participants taking part in the competition expressly acknowledge these terms and conditions and agree to be bound by them:

1. Only legal entities that register on [rutronik.com](http://rutronik.com) with complete and correct data are eligible for participation. Rutronik reserves the right to reject or cancel registrations in cases where it has a legitimate interest to do so. Participation is performed by a representative/employee (*hereinafter referred to as: Participant*) who is of age and is authorized for this by the legal entity. All Rutronik employees and all other natural persons are excluded from participating in the advent calendar competition.
2. This competition will be conducted by Rutronik from December 01, approximately 0.00 o'clock, through December 24, 2022, approximately 23.59 o'clock CET. It is not connected in any way to Facebook, LinkedIn, Twitter or any other social media on which it is promoted, neither is it sponsored, supported or organized by any of these organizations. Rutronik is the only point of contact.
3. In order to take part in the competition, the Participant must register via the form on [rutronik.com](http://rutronik.com). To get there, the Participant must click on the Rutronik Advent Calendar banner on [rutronik.com](http://rutronik.com) or go directly to [rutronik.com/rutronik-advent-calender-2022](http://rutronik.com/rutronik-advent-calender-2022). There they will find the 24 doors of the calendar.

At the end of the article that opens upon clicking on the respective day's advent calendar door, the Participant can register after giving the company (full legal name), address (Company), title (Participant), first name (Participant), last name (Participant), e-mail-address (Participant). Additionally, the Participant has to confirm to have read this Participation Conditions and to accept them. The Participant will then receive a confirmation via e-mail.

Each day it is possible to make one registration per company. The current form can be found on the corresponding day, December 01, 2022 through December 24, 2022, each 0:00 through 23:59 CET. The chance of winning increases with the number of registrations (max. 24), as each (additional) registration will be entered into the drawing.

The winner will be determined by a random generator and the result will be announced on January 17, 2023.

#### 4. Prize

1 Development Kit RDK2 – value approx. 60 €

5. The winner will be informed by email. In the event of a win, the Participant is responsible for having provided the correct email address. If the winner does not respond by email within 14 days after being notified of the prize, indicating his/her (delivery) address, the prize will expire and a replacement winner will be drawn randomly.
6. The prize cannot be paid out in cash, amended or exchanged. Entitlement to the prize cannot be transferred to another person.

The prize will be sent by forwarding agency, parcel service or post to the address given by the Participant. Delivery to the winner's address is free of charge. Customs duties incurred must be paid by the winner. Although the delivery costs are met, place of performance remains the location of Rutronik's registered office.

7. Rutronik reserves the right to suspend or terminate the competition at any time without notice and without giving reasons. Rutronik is entitled to do this in particular when it can no longer be guaranteed, due to technical or legal reasons, that the competition is correctly conducted.
8. Participation in the competition is free of charge and is not dependent on the purchase of goods from Rutronik.
9. If a Participant breaches these participation conditions, Rutronik reserves the right to exclude such person from the competition. In such cases, prizes can subsequently be revoked and reclaimed, if applicable.
10. Rutronik processes the personal data of Participants in order to conduct the competition, e.g. to determine whether they are eligible to take part and to determine the winner and inform them by email. If Participants do not provide us the applicable information, participation in the competition, or rather, making contact for notification of a win, is not possible. The data is processed exclusively for the purpose of conducting the competition. The legal basis for personal data processing to fulfil this obligation is hence Art. 6, para. 1, item b) of the European General Data Protection Regulation (GDPR). After the end of the competition, Participants' data processed during the competition will be erased on principle within 14 days.

11. The following personal data is processed by Rutronik to conduct this competition:

- a. company (full legal name)
- b. address (company)
- c. title (Participant)
- d. full name (Participant)
- e. e-mail-address (Participant)

12. To meet legal requirements, the circumstances of your consent (date, time, content) will be recorded.

13. In connection with the processing of personal data, the Participants are entitled to the following rights:

a) The right to get information about the personal data processed by Rutronik according to Art. 15 GDPR. The information can include the purpose of the data processing, the type of personal data, the recipients or categories of recipient to whom the personal data have been or will be disclosed, the planned period for which the data will be stored, the existence of the right to request rectification or erasure or restriction of processing or to object to such processing, the right to lodge a complaint, the source of the processed data, in cases where these were not collected by Rutronik, and the existence of automated decision-making, including profiling, and, if applicable, meaningful information on the particulars involved.

b) The right to rectification of inaccurate personal data or the completion of incomplete data stored by Rutronik, without delay, according to Art. 16 GDPR;

c) The right to erasure of personal data stored by Rutronik according to Art. 17 GDPR, unless processing is necessary to exercise the right of freedom of expression and information, for compliance with a legal obligation, for reasons of public interest or for the establishment, exercise or defense of legal claims.

d) The right to restriction of processing of personal data according to Art. 18 GDPR, insofar as the accuracy of the personal data is contested by the Participant, or the processing is unlawful, but the Participant opposes their erasure, or Rutronik no longer needs the data but the Participant needs them for the establishment, exercise or defense of legal claims, or when the Participant has objected to processing according to Article 21 GDPR;

e) The right to receive the personal data that was provided by the Participant in a structured, commonly used and machine-readable format or to request transmission of the data to a third party according to Article 20 GDPR;

f) The right to lodge a complaint with a supervisory authority according to Article 77 GDPR. In general, Participants can make the complaint to the supervisory authority at their habitual place of residence or the location of Rutronik's registered office.

**g) The right to object according to Article 21 GDPR to processing of personal data where processing is based on Article 6, para. 1, item f) GDPR for the purposes of the legitimate interests pursued by Rutronik or a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Participant which require protection of personal data. You may object conveniently by using the following email address: [internet@rutronik.com](mailto:internet@rutronik.com) or fax number: +49 (0) 72 31 / 822 82.**

14. Rutronik reserves the right to adapt these participation conditions to any changes in the legal framework. Should any of these provisions be or become invalid, the validity of the remaining participation conditions shall remain unaffected thereby.
15. Rutronik is not liable for any material defects or defects of title of prizes provided by a third party and/or for the insolvency of a such third party and the resulting consequences for conducting the competition and the provision of prizes.

Furthermore, Rutronik does not take any liability unless expressly set forth herein. Liability for any damage that may occur during the participation in the competition as a result of errors, delays or interruptions in transmission, disturbances in technical systems or services, incorrect content, loss or erasure of data, viruses or for any other reason is excluded. Exclusions of liability do not apply in case of intent or gross negligence or by breach of cardinal obligations. In the latter case however, liability is limited to the foreseeable, typically occurring damage. Any liability for damage relating to injury of life, limb or health as well as under the German Product Liability Act shall remain unaffected.

The Development Kit is for testing purposes only and, because it has limited functions and limited resilience, is not suitable for permanent use under real conditions. If the Development Kit is nevertheless used under real conditions, this is done at one's own responsibility; any liability of Rutronik is insofar excluded.

16. The competition shall be governed by the laws of the Federal Republic of Germany exclusively. Exclusive place of jurisdiction shall be the location of Rutronik's registered office. All decisions shall be final, recourse to courts of law being excluded.