

# Terms & Conditions for Prize Draws in Social Media

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## 1. General Rules

- 1.1 These “**Terms & Conditions for Prize Draws**” apply to Prize Draws organized by TOYOTA GAZOO Racing Europe GmbH, Toyota Allee 7, 50858 Cologne, Germany (“**TGR-E**”) in social media channels of TGR-E, including but not limited to “twitter”, “facebook” and “Instagram”.
- 1.2 The Prize Draws will be organized by TGR-E at conditions determined by TGR-E in respect to each individual Prize Draw which may include specific rules of the Price Draw, including but not limited to
  - how and under which requirements the Prize Draw may be entered
  - potential restrictions of the eligibility which may include restrictions in regard to the age or territory of the participant
  - the relevant period for the participation (preclusion date)
  - the prize to be award
- 1.3 The participation in the Prize Draw is free of any charges. Participants are not entitled to a cash equivalent for the prize.
- 1.4 TGR-E may cancel the Prize Draw at any time at its own discretion.

## 2. Eligibility

- 2.1 The Price Draw is open to participants aged 18 or older.
- 2.2 Current or former employees (or family members of current or former employees) of TGR-E, its group companies or companies affiliated with TGR-E may not enter the Prize Draw.

## 3. Disqualification

- 3.1 TGR-E reserves the right to disqualify and/or withhold the price from
  - any incomplete or invalid entry
  - participants whose entry do not comply with these Terms & Conditions for Prize Draws or any specific rules of the Prize Draw
  - participants who engage in racist, sexist, homophobic or other discriminatory postings on social media or who otherwise bring the reputation of TGR-E, its group companies or companies affiliated with TGR-E in disrepute.
  - participants who in TGR-E’s discretion in any way manipulated or have being interfering the Prize Draw.

## 4. Selection of Winners; Communication with Winners; Delivery of the Prize

- 4.1 Winners will be chosen randomly by draw out of the eligible and not disqualified participants. Subject to the below this decision will be final.
- 4.2 The winner will be contacted via a personal message or a reply to her/his post in the relevant social media with further instructions by TGR-E.

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- 4.3 If the winner does not reply to a personal message or a reply to her/his message within 48 hours a new winner will be decided pursuant to Sec. 3.1.
- 4.4 Unless stated otherwise in the specific rules, the prize will be sent to the winner by postal service to the address provided by the winner. If the delivery of the prize by the postal service fails, the prize will be forfeit and the respective right of the winner will expire.

## 5. Data Protection

- 5.1 TGR-E abides to its privacy policy which can be obtained at <https://www.tgr-europe.com/en/privacy>
- 5.2 In regard to the Prize Draw, the following applies in addition:

Alias names of participants – i.e. the alias name used by a participant in the respective social media - in the Prize Draw will be stored for the purpose of the selection of the winner of the Prize Draw. These alias names will be deleted after the prize has been finally awarded and delivered.

## 6. Consent to publish Aliases, Pictures of Winners

- 6.1 The participant agrees to and hereby transfer to TGR-E the right to publish her/his alias in social media as a winner of the Prize Draw.
- 6.2 If the participation in a Prize Draw requires the submission of a picture or video, the participant hereby agrees that TGR-E may publish this picture or video in the social media from which the participant communicated with TGR-E. The participant guarantees that she/he has all rights in the shared picture/video and all rights and consents of any person presented in the picture/video have been obtained.

## 7. Miscellaneous

- 7.1 By participating in this Prize Draw the participant accepts these Terms & Conditions for Prize Draws in Social Media.
- 7.2 This Prize Draw is not sponsored, and is not supported by the relevant social media.
- 7.3 To the extent permitted, German law shall apply.
- 7.4 The right of recourse to courts is excluded.