

Conditions for participation and implementation

1. Validity of the participation and implementation conditions

The following terms and conditions shall apply for participation in and the conducting of the Web Week Draw from 1 March to 31 March. Participants accept these terms and conditions by sending the participation form for the Draw.

2. Participation

2.1 Eligible participants are any persons over the age of 18 years at the time of participation. There is no entitlement to participation.

2.2 Participation in the Draw is possible solely by email. Participants shall complete a participation form on the *be Berlin* website and after accepting these terms and conditions send it by email to *be Berlin*.

2.3 Participation in the Draw is subject to complete and correct/truthful information in the contact form. This information includes:

- Title
- Surname
- First name(s)
- Occupation/company
- Date of birth
- Email
- Phone number

2.4 If correct/truthful information as per Clause 2.3 is not provided, this can result in the participant being excluded as per Clause 3. The participant bears sole responsibility for the correctness of the information required for the Draw, in particular for the correctness of the email address.

2.5 The participation email must be received by the Draw Website by midnight on 31 March 2011 at the latest. Emails sent before the deadline but not received by *be Berlin* until the day after the deadline ends shall not be entered in the Draw. Definitive is the local time at the registered offices of *be Berlin* (Germany). The meeting of this deadline shall be monitored by the electronic logging of receipt by *be Berlin*.

2.6 Multiple entries via repeated emails from the same participant (manual or automated) are not permitted. Such participants will not be entered in the Draw.

3. Exclusion from participation in the Draw

3.1 The legal representatives and other employees of **Berlin Partner GmbH** and their relatives may not participate in the Draw.

3.2 **be Berlin** shall be entitled to bar participants who breach these terms and conditions from participating, in particular if they resort to unfair means or otherwise secure advantages by manipulation or provide false information about themselves. In such cases, this may also result in prizes being retrospectively taken back.

4. Implementation and processing; expiry of the entitlement to receive a prize

- 4.1 The winner will be notified by **be Berlin** by email. The announcement of the winner is without liability for **be Berlin**.
- 4.2 The winner may be named together with information about his/her home town and personal information sent to **be Berlin**, unless the winning participant expressly objects to being named. Unless there is express declaration to the contrary, the participant expressly consents to disclosure. There is no entitlement to being named as the winner.
- 4.3 The winner bears the risk that properly sent notification by email or in writing does not reach the winner. If the winner does not get in touch within one week of the notification being sent, the entitlement to the prize shall be void and a new winner shall be drawn.
- 4.4 The prize is a trip to Berlin for the Berlin Web Week, i.e. for the period 15 to 20 May 2011. The prize includes the outward journey (only) by plane, entry ticket for the Berlin Web Week and also accommodation in a four-star hotel. The costs for the return journey to the starting point of the trip (airport) shall be borne by the winner. The same also applies for all costs incurred during the trip (such as for the hotel minibar, telephone etc., meals, other transport costs in Berlin).
- 4.5 The processing of the travel prize shall be effected solely in direct contact between the winner and **be Berlin**.
- 4.6 There shall be no cash disbursement of the value of the trip.
- 4.7 The entitlement to the prize cannot be passed on.
- 4.8 Complaints about the implementation of the Draw must be sent by email to **be Berlin** at winatriptoberlin@be.berlin.de within 14 days after the grounds for the complaint become known.

5. Premature ending of the Draw

There is no entitlement to the Draw being staged. **be Berlin** reserves the right to cancel or end the Draw at any time without prior notice and or provision of reasons. **be Berlin** shall exercise this option in particular if technical reasons (e.g. viruses in the computer system, manipulation or faults in the hardware and/or software) or legal reasons prevent proper implementation of the Draw being ensured. In so far as such cancellation or ending is caused by the behaviour of a participant, **be Berlin** shall be entitled to demand reimbursement of the resulting incurred loss from the participant.

6 Data protection, **be Berlin** data protection policy

- 6.1 By participating in the Draw, the participant expressly consents to **be Berlin** storing his/her data for the duration of the Draw under consideration of or until any revocation. The revocation must be submitted in writing or by email.
- 6.2 **be Berlin** warrants that it shall comply with the statutory data protection provisions and maintain telecommunications confidentiality. The participant's data will not be passed on to third parties for advertising purposes. Attention is drawn to the data protection policy of **be Berlin** <http://www.sei.berlin.de/meta/datenschutzrichtlinien/>. The participant undertakes to read this carefully.

7. Liability

- 7.1 **be Berlin** shall only be liable for losses in conjunction with the Draw caused by **be Berlin**, employees of **be Berlin** or its agents intentionally or through gross negligence, also for minimally negligent behaviour, albeit in that case only in the event of breach of cardinal duties and also breach of absolutely protected rights such as life, injury and/or health. The restriction of liability applies in particular for losses due to

faults, delays or interruptions in the sending of data and suchlike, faults in technical systems or the service, incorrect contents, loss or deletion of data, viruses.

- 7.2 **be Berlin** shall not be liable for circumstances or losses of the winner as a consequence of commencing the trip and/or for other circumstances in conjunction with the trip itself to which **be Berlin** has not culpably contributed, in particular not for travel accidents and loss or theft of valuable articles. Furthermore, **be Berlin** shall not be liable for the availability and/or functioning of the **be Berlin** website on the participant's computer.

8. Other

- 8.1 Any recourse to the courts of law is excluded.
- 8.2 Solely the law of the Federal Republic of Germany shall apply.
- 8.3 In so far as the participant does not have any general legal forum in Germany or moves abroad after participating in the Draw, the legal forum shall be where **be Berlin** has its registered offices.
- 8.4 If any of the provisions in this agreement are or become invalid, the remainder of the terms and conditions of use shall nevertheless remain binding.
- 8.5 **be Berlin** reserves the right to change these terms and conditions of use at any time without notice.