

# Terms and conditions and privacy policy for the Instagram Cosmic Crisp - "The Cosmic Escape" competition

This competition is in no way affiliated with Instagram and is in no way sponsored, endorsed or organised by Instagram. Questions, comments or complaints about the competition should not be directed to Instagram, but directly to the organiser.

1. The organiser ("Organiser") of this competition ("Competition") is VI.P Gen. landw. Gesellschaft, Hauptstraße 1/c , 39021 Latsch (BZ), Italy, info@pec.vip.coop

2. The competition begins on 1 July 2024 with the publication of the competition post ("Competition Post") on <https://www.instagram.com/cosmic.crisp.europe/> and ends on 23 July 2024 at 11:59 p.m. Italian time ("Promotion Period").

3. Participation in the competition is possible until the end of the promotion period. Entries received by the organiser after this deadline will be automatically disqualified and not admitted to the competition.

4. Participation in the competition

a) To take part in the competition, users must like the competition post, follow <https://www.instagram.com/cosmic.crisp.europe/> on Instagram and write a comment under the post in which they tag one of their contacts. The participant's account must be publicly visible.

The participation data stored on the Instagram social network will be transferred to a national server by SDM Srl, based in Milan via Ariberto, 24 20123 cf/piva 12079020157, using mirroring software, as indicated in the declaration attached to the declaration of participation.

b) Participation is only possible via Instagram and requires an existing, public Instagram account and an internet connection. If you do not yet have an Instagram account, you can create one for free at [www.instagram.com](http://www.instagram.com). When you create an account, you must accept Instagram's terms of use and privacy policy. If you do not agree to this, you will not be able to create an account or take part in the competition.

c) This competition is in no way affiliated with Instagram and is in no way sponsored, endorsed or organised by Instagram. Questions, comments or complaints about the competition should not be directed to Instagram, but directly to the organiser.

5 Participation in the competition is free of charge. It is not necessary to make any kind of purchase, nor is it necessary to make a subsequent purchase.

6 Authorisation to participate and criteria for the validity of participation

a) Persons with permanent residence in Germany are eligible to participate. Employees and auxiliary persons of the organiser or of companies affiliated, involved or controlled by it, as well as their relatives in direct or indirect line, life partners and all persons involved in the competition, in particular those involved in the conception and implementation of the competition, are not eligible to participate.

b) Only persons over the age of 18 can take part.

c) Participation is only possible once; multiple participations by one participant are counted as one participation. Participation on behalf of third parties is not permitted (even without their knowledge or consent) or via competition organisations, automated services or professional competition services.

d) In order to participate and win the prize, participants must provide the personal data requested by the organiser; in particular, they will be asked to provide their name, date of birth, address, telephone number or email address.

7. The organiser reserves the right to exclude participants from participation who, in the organiser's reasonable discretion, violate these conditions of participation, use unauthorised aids (e.g. hacking tools, viruses, Trojans, etc.) or otherwise attempt to gain an advantage through manipulation or to impair or distort the course of the competition, or who behave unfairly or in a damaging manner towards the organiser or other participants. In the event of a breach of these conditions of participation, the prizes

may also be cancelled and claimed at a later date.

#### 8. Announcement and notification of the winner:

The winner will be chosen at random from all users who fulfil the conditions of participation,

- Follow the page <https://www.instagram.com/cosmic.crisp.europe/>
- liked the contribution to the competition;
- have commented on the competition post and marked one of their contacts in their comment.

In particular, a winner will be drawn at random from among these users via the "Promosuite" platform managed by the company SDM Srl, using a random algorithm that cannot be altered and/or manipulated in any way, as confirmed in the attached declaration.

A number of reserve winners ("reserves") totalling 5 (five) will also be drawn via the same platform.

The procedure for drawing the winners and the reserves will take place by 30 September 2024 before a notary or an official of the Chamber of Commerce of the Autonomous Province of Bolzano; the compliance of this procedure with the law and these regulations will be recorded in the final report of the prize draw, which will be drawn up by a notary or an official of the Chamber of Commerce of the Autonomous Province of Bolzano. The winner will be announced within seven days of the draw ("announcement").

b) The winner will be notified by private message on Instagram as soon as possible after the announcement.

d) Participants who do not win will not be notified. The selection of the winner is final and the organiser will not provide any further information.

#### 9. The organiser reserves the right to select another winner if:

- a) An entry is invalid, e.g. because the winner was not authorised to participate at the time of entry;
- b) A prize is only available for a certain period of time and the organiser has not contacted the winner within 24 hours of the announcement;
- c) The winner is under 18 years of age and his/her legal guardians do not accept these terms and conditions or do not want the winner to receive the prize;
- d) The organiser will not receive confirmation of the winner's address or the consent of the winner's legal guardian within 14 days of the request;
- e) The Organiser does not receive all the necessary information or documents relating to the prize from the winner within the deadline;
- f) The winner is unavailable on certain required dates specified or known at the time of entry, or the winner is unable to fulfil any of the conditions of the prize under clause 12; or
- g) The winner is in serious breach of Instagram's terms of use, which can be viewed at <https://www.instagram.com/legal/terms>.

#### 10. Prize money and deposit

- a) Win a weekend break in South Tyrol (the Cosmic Crisp® production area in Europe) with a hot air balloon ride in a Cosmic Crisp® balloon
- b) Includes 2 nights for 2 people and a hot air balloon ride for 2 people.

The organiser accepts no responsibility for the execution of the trip won and participation in the balloon flight; the winners take part at their own risk.

The premium can be claimed until 31 December 2024.

The hot air balloon can fly all year round, but only at dawn.

The flight may be cancelled at short notice due to weather and thermal conditions. Such a cancellation does not give rise to any claims against the organiser.

The reservation for the trip and the balloon flight must be made at least 1½ months before departure, after consultation and confirmation with the organiser.

The costs for the hotel and balloon flight will be covered. The organiser does not cover any costs, e.g. for travel to and from the event, meals, etc.

c) The prize may not be converted into money or exchanged for a sum of money, either in cash or by other means of payment. In turn, the prize may not be assigned or transferred to third parties in return for payment. The Organiser reserves the right to change the composition of the prize and in particular to replace individual or all components with items of equal value if the items originally selected are not available or are only available at disproportionate cost (in particular economic cost) for reasons for which the Organiser is not responsible. The price may be subject to special conditions or specifications of the manufacturer or retailer.

11. The organiser accepts no liability for circumstances beyond its control that prevent the (timely) participation of a participant or lead to the cancellation of the competition.

12. The liability of the organiser, its affiliated companies and their respective bodies, employees, representatives and vicarious agents is also excluded for all direct damages, indirect, incidental or special losses, costs or consequential damages arising out of or in connection with the competition, participation therein or the prize, and the participants indemnify the organiser, its affiliated companies and their respective officers, employees, representatives and agents against all claims in this respect. The above restrictions do not apply to claims that a) are based on injury to life, limb or health; b) are based on the breach of material contractual obligations; or c) are based on the wilful or grossly negligent breach of obligations.

13 In connection with participation, the participant grants the organiser the following worldwide, perpetual, royalty-free, non-exclusive and freely transferable rights:

a) the right to publish and use, reproduce and exploit the submitted creative content in all media, in particular for advertising purposes; and

b) the right to use the participant's name, image and biography in corporate communications or other publications in connection with the competition.

The organiser and its affiliated companies are the owners of all property rights, copyrights, industrial property rights and other rights to the competition and all related materials.

14 To determine the winner, the Instagram user names/accounts or email addresses of all participants will be collected and stored. In the event of a win, the additional data provided by the winner, e.g. address data, will be used exclusively for the organisation of the competition. The data will not be used for any other purpose. By participating and accepting these conditions of participation, each participant expressly agrees and consents that, in the event of a win, a) their Instagram account or the email address used for participation may be used by the organiser for notifications and other data in connection with the competition and b) their personal data such as name, place of residence or winning information may be published by the organiser. Participants have the statutory rights to information, modification and deletion.

Participants' personal data will be processed in full compliance with the applicable data protection laws and, in particular, in compliance with the GDPR (EU Regulation 2016/679) and Legislative Decree 10 August 2018, no. 101.

The controller and person responsible for the processing of personal data is VI.P Gen. landw. Gesellschaft, Hauptstraße.

All information and data sent, used and transmitted as part of this competition are subject to these conditions of participation and the organiser's general data protection provisions, which can be found at "<https://www.vip.coop/de/information/datenschutz/13-0.html>".

15 If participation requires the submission of creative or other content, the participant guarantees the

organiser that his/her entry was created exclusively by him/her and does not infringe any third-party rights, in particular third-party intellectual property rights.

16 By participating in the competition, the participant recognises and signs these conditions of participation. The conditions of participation are binding and final. The invalidity of individual provisions of the conditions of participation shall not affect the validity of the remaining conditions of participation. These conditions of participation, including their inclusion and interpretation, are subject to Italian law.