

# Giveaway terms

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The magiCCoder website and related projects are operated by Johannes Waigel, Kurt-Schumacher-Str. 2, 89343 Jettingen Scheppach, Germany. All persons listed here as responsible are seen as a collective in connection with these terms of participation.

Participation in online competitions on the portals of magiCCoder and related projects (hereinafter referred to as "magic") and their implementation is subject to the following provisions. Online competitions are those in which participation can only take place online.

## § 1 Definition

- (1) The MAGIC **portal** includes in particular the [magiccoder.de](https://magiccoder.de) and [support-pp.de](https://support-pp.de) websites.
- (2) A **communication path** is represented by the following:
  1. Hotline, call +49 8225 58 43 89 7,
  2. Discord is a speech & text communication software developed by Discord Inc. which is mainly used in the field of computer games. A Discord Guild is used for voice and text transmission. The connection to the voice and text servers is done via the free client developed by Discord Inc. as well as via the website [discordapp.com](https://discordapp.com). The connection takes place under the following URL: <https://discord.gg/3acZCcu>,
  3. Twitter, available at <https://twitter.com/magiCCoder1>
    - a. via the comment function,
    - b. via the direct messaging function.
  4. Postal to Johannes Waigel, Kurt-Schumacher-Str. 2, 89343 Jettingen Scheppach, Germany
- (3) **Required information** is marked with the same name.

## § 2 Raffle

- (1) MAGIC often conducts raffles in cooperation with various partners (cooperation partners).
- (2) A participant takes part in the raffle by submitting the solution to the listed tasks of the respective raffle concept via the specified communication channel together with the required (personal) information, in particular e-mail and, if applicable, postal address, or by fulfilling the conditions for participation. The participant himself is responsible for the correctness of his e-mail and/or postal address in particular. The electronically recorded receipt of the message by MAGIC via the communication channel serves to verify compliance with the deadline.

## § 3 Participant

- (1) Persons aged 16 and over are eligible to participate, unless otherwise specified.

- (2) In order to participate in the competition, it is absolutely necessary that all personal details are true. Otherwise an exclusion according to § 4 (4) can take place.
- (3) In order to participate in the competition, it is absolutely necessary that you agree to these conditions of participation and to the respective data protection declaration.

## § 4 Exclusion from the raffle

- (1) Team members of MAGIC, employees of the participating cooperation partners as well as their relatives are excluded from participation.
- (2) MAGIC reserves the right to exclude persons from the competition in the event of a violation of these terms of participation.
- (3) Persons who make use of unauthorised aids or otherwise gain advantages through manipulation are also excluded. In such cases, profits may also be subsequently confiscated and reclaimed.
- (4) Also excluded is anyone who provides false personal data.

## § 5 Realisation and handling

- (1) Unless otherwise described, the first come, first served method is used.
- (2) The winners will be notified by MAGIC in writing by post, by Twitter direct message and/or by e-mail and can be published by name on the MAGIC portals and/or the websites of the respective cooperation partners. The winner expressly agrees to this form of publication. MAGIC is entitled to transmit the winner's data to the cooperation partners in order to facilitate the delivery of the prize. If MAGIC only knows one electronic communication channel of the winner and the complete postal address is required, the winner will be notified via a known electronic communication channel. If the winner does not respond within four weeks with his complete postal address after sending the notification, the claim to the prize expires, no new winner will be determined, unless otherwise described. The right to the prize also lapses if the transmission of the prize cannot take place within 6 months of the first notification of the prize for reasons attributable to the person of the winner.
- (3) The object presented as a prize in the competition is not necessarily the same as the object won. Rather, there may be deviations with regard to model, colour or the like. The prize sponsor may select an object of medium type and quality equivalent to the object presented as a prize.
- (4) The material prizes will be sent by MAGIC or by the Sponsor or by a third party shipping company, parcel service or mail commissioned by MAGIC or by the Sponsor to the postal address to be provided by the winner. Delivery (with the exception of letter-sized items) is only free of charge within the Federal Republic of Germany. Outside the Federal Republic of Germany, any transport and/or delivery costs must be paid by the winner.

- (5) If the transmission of the prize is not possible or only possible under unacceptable circumstances, the winner shall receive an equivalent replacement. The winner will also receive an equivalent replacement if the original prize is no longer available in the version presented (model change, seasonal goods, etc.).
- (6) A cash payment of the winnings or a possible replacement of the winnings is in no case possible.
- (7) The claim to the profit or replacement of the profit cannot be transferred.
- (8) Complaints relating to the execution of the competition must be addressed to MAGIC in writing within 14 days of the reason becoming known, stating the competition. Complaints communicated by voice or late will not be processed.

## § 5 Early termination of the raffle

MAGIC reserves the right to cancel or terminate the raffle at any time without prior notice and without giving reasons. MAGIC makes use of this option in particular if a proper execution of the game cannot be guaranteed for technical reasons (e.g. viruses in the computer system, manipulation or errors in the hardware and/or software) or for legal reasons. If such a termination is caused by the behavior of a participant, MAGIC can demand compensation from this person for the damage incurred.

## § 6 Privacy policy

In order to take part in a competition, it is essential to transmit personal data during a communication channel and to accept the applicable data protection declaration. The participant is free to withdraw his or her consent to storage (except Twitter) by sending a revocation to **support@magiccoder.de** and thus withdraw from participation.

## § 7 Liability

- (1) MAGIC is released from all obligations upon handing over the profit, unless an earlier point in time results from these regulations.
- (2) MAGIC is not liable for material defects and/or defects of title in the profits donated by the partner.
- (3) MAGIC is not liable for the insolvency of a partner or the resulting consequences for the execution of the raffle.
- (4) MAGIC is not liable for any damage or loss during transport.
- (5) MAGIC is only liable for damages caused intentionally or grossly negligently by MAGIC or one of its vicarious agents or by the negligent violation of duties that are essential for achieving the purpose of the contract. These limitations do not apply to damages caused by injury to life, body and/or health, or to liability under the Product Liability Act. The foregoing limitations of liability also apply in particular to damages caused by errors, delays or interruptions in transmission,

faults in technical equipment and services, incorrect content, loss or deletion of data or viruses.

## § 8 Salvatorian clause

Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remainder of the contract.

The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come as close as possible to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.