

BVB Virtual Summer Tour 2021 – Q&A with BVB player

Participation in online competitions in BVB's international Facebook group is subject to the following conditions. Online competitions may only be conducted online.

§ 1 Raffle

Raffles are carried out by Borussia Dortmund GmbH & Co. KGaA.

§ 2 Participation

(1) Only adults are eligible to participate.

(2) A person participates in the raffle by completing the registration and confirming this registration form by pressing the "Send" button. The participant alone is responsible for ensuring that the data entered is correct, especially the e-mail address. Answers to the survey must be submitted by the deadline specified. Observance of the deadline is verified by electronically logging receipt of survey participation.

(3) In order to participate in the digital Q&A, it is imperative that all personal data entered is true and correct. Otherwise, participants may be excluded from the competition in compliance with § 3 (4).

§ 3 Exclusion from the raffle

(1) Borussia Dortmund reserves the right to exclude persons from the raffle should these terms and conditions be contravened.

(2) Persons employing unauthorised aid or attempting to gain an unfair advantage through manipulation will also be excluded. In such cases, any prizes awarded may be retrospectively revoked.

(3) Anyone entering incorrect data may be excluded from the raffle. Employees of Borussia Dortmund GmbH & Co. KGaA, BVB Merchandising GmbH and Sports & Bytes GmbH, as well as their relatives, are excluded from participation.

§ 4 Execution and settlement

(1) The raffle starts on 07 July 2021 at 16 o'clock and ends on 09 July at 10 o'clock. Among the participants in the sweepstakes will be raffled 5 tour shirts with product no. 20219401. Winners will be informed via e-mail by Borussia Dortmund within 5 work days after the end of the raffle. Should a winner fail to reply to the e-mail confirmation of their win within 14 days of the mail being sent, their win becomes invalid and a new winner will be drawn. The winner's claim to a prize shall be forfeited if the prize cannot be sent to the winner within 6 months of notification due to circumstances caused by the winner.

(2) Prizes will be sent via post to the address provided by the winner. Delivery will be free of charge. The place of supply shall remain the premises of Borussia Dortmund despite the assumption of postage costs.

(4) There is no cash alternative to the prize.

(5) Claims to the prize or alternative prizes are non-transferable.

(6) Complaints about the execution of the registration must be addressed in written form referring to the competition within 14 days of the publication of the reason to Borussia Dortmund GmbH & Co. KGaA, BVB-international Fan Relations team, Rheinlanddamm 207-209, 44137 Dortmund. Telephone or delayed complaints will not be processed.

§ 5 Premature ending of the raffle

Borussia Dortmund reserves the right to interrupt or cancel the raffle at any time without prior notice and without explanation. Borussia Dortmund will make use of this right, in particular if a proper and correct execution of the raffle is effectively not possible due to technical reasons like a virus in the computer system, a manipulation or errors in the hard/software, misuse due to bulk-submit, loss of data due to technical problems. Should the competition have to be cancelled for these reasons due to the behaviour of a participant, Borussia Dortmund may demand compensation from this person.

§ 6 Data Protection

Borussia Dortmund is committed to respecting the legal framework surrounding data protection. Here we are referring to the General Data Protection Provisions. All information provided will only be used in connection with deciding the winners for the raffle, unless a participant has provided express permission to be registered for the BVB newsletter and confirmed this registration by clicking on an individual link. Afterwards, the participant will receive the free newsletter. This permission may be revoked at any time by sending a short message via post or e-mail to datenschutz@bvb.de.

§ 7 Liability

(1) Borussia Dortmund is free from all obligations once the prize has been presented, unless an earlier timeframe arises from these terms and conditions.

(2) Borussia Dortmund is only liable for damages caused by Borussia Dortmund or its partners through intent or negligence or the breach of cardinal obligations. This does not apply to damages that have occurred which result in injury to life, body and health. The aforementioned disclaimer shall in particular apply to damages arising as a result of mistakes, delays or interruptions in the transfer of data, through technical defects or in services, or through incorrect content, loss or deletion of data and viruses.

§ 8 Miscellaneous

(1) The organiser's decision is final and there is no recourse to the courts.

(2) Only the laws of the Federal Republic of Germany shall be applicable.

(3) Should individual terms and conditions be or become invalid, the remaining terms and conditions shall remain unaffected.

§ 9 Facebook promotion

This promotion is not connected in any way to Facebook and is not sponsored, supported or organised by Facebook. The recipient of the data you entered is not Facebook, but rather Borussia Dortmund GmbH & Co. KGaA in cooperation with BVB Merchandising

GmbH and Sports & Bytes GmbH. Information provided will only be used to determine the winners, unless the participant has registered for the BVB newsletter and confirmed this in a subsequent e-mail.

§ 10 prize-giving free of charge

All winners of the competition will get their prizes free of charge.

§ 11 Determination of winners

After the termination of the raffle it will be an electronic, randomized determination of the winners. This will be executing under supervision and random number generator.

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ACKNOWLEDGMENT AND RELEASE

In consideration of Borussia Dortmund GmbH & Co.KGaA (BVB) and its affiliated companies permitting me who I am accompanying to take part in the survey I acknowledge and agree:

1. I hereby represent and warrant that I am over the age of eighteen (18) and of the age of majority in the jurisdiction in which I reside.
2. I (for myself, expressly assume all dangers and risks relating to or arising out of participation in the digital raffle whether or not arising out of the negligence of (BVB) and/or any other Releasee (as defined in paragraph 5 below) or otherwise.
5. I (for myself, hereby forever release and discharge (BVB) each of their parent companies, subsidiaries and affiliated entities, all governing leagues, all of the partners, agents and licensees of each of the foregoing, all of the successors and assigns of each of the foregoing, and each of their respective employees, directors, officers, members and partners (collectively referred to as the "Releasees") from and against (a) any and all causes of action, suits, demands or claims whatsoever, that I, or my heirs, executors, administrators, successors or assigns have or hereafter, at any time, shall or may have against the Releasees, arising out of or in connection with participation in the Activity whether or not arising out of the negligence of (BVB) and/or any other Releasee or otherwise (including, without limitation, any and all causes of action, suits, demand and claims arising out of or relating to any personal injury, property loss or damage suffered by me, any Minor or any third party) and (b) any and all damages, penalties and liabilities of any kind that may result from the Activity or participation by me or any Minor in the Activity.