

Borussia Dortmund GmbH & Co. KGaA x PUMA Take-back bins Raffle („Raffle“)

Terms and Conditions

NO PURCHASE REQUIRED TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE THE CHANCES OF WINNING.

1. **Promoter:** Borussia Dortmund GmbH & Co. KGaA, Rheinlanddamm 207-209, 44137 Dortmund, eingetragen im Handelsregister des Amtsgerichts Dortmund unter der Nummer HRB 14217, Steuernummer 314/5763/0046, Umsatzsteuer-Identifikationsnummer DE 209071608, Telefonnummer 0231/90200, E-Mail [service@bvb.de](mailto:service@bvb.de)
2. **Agreement to these Terms and Conditions:** By participating in the Raffle, participant confirms to have read and understood these Terms and Conditions and fully and unconditionally agrees to and accepts these Terms and Conditions
3. **Eligibility:** All participants must be 18 years or older at the time of entry and have full legal capacity. Employees of Promoter, their affiliates or parties engaged in the conduct of the Raffle as well as any of their affiliated companies and their family members and persons living in the same household (whether related or not) of such employees are not eligible to enter or to win. Participant warrants that all information provided by participant in connection with the Raffle is true and correct. Promoter reserves the right to exclude or disqualify participants if they are in breach of these Terms and Conditions. Likewise, participants who use prohibited aids or otherwise gain advantage through manipulation can be excluded from participation in the Raffle or subsequently disqualified from participation. Participants who do not comply with these Terms and Conditions or who submit entries which are incomplete, incorrect, or fraudulent, will not be eligible to win.
4. **Raffle Period:** The Raffle starts at 10.00 a.m., Central European Time on 28.04.2022 and ends at 23:59 p.m., Central European Time, 31.05.2022.
5. **How to Enter:** At the Fan Store “FanWelt”, fans can drop off their used jerseys and used polyester clothing (100% polyester) in the designated take-back bins. To enter the Raffle participants must **A.** scan the QR code on the take-back bin with their smartphone **B.** register on the Promoter's website to which they will be redirected **C.** voluntarily provide their name, surname and e-mail adress **D.** read and approve the T&C as well as tick the box to confirm their voluntary participation and their consent to be contacted by Promoter in case they are the drafted winner to provide or confirm a shipping address where the prize can be delivered **E.** voluntarily tick the second box to sign up for the newsletter **F.** click on participate. Each participant may enter the Raffle only once.
6. **Winner selection and notification:** The Participant will be selected randomly by draw from all eligible entries received during the applicable Raffle Period. The one (1) Participant drawn (“Winner”) will be notified via e-mail within fourteen (14) calendar days after the draw. If a notified Winner fails to respond within fourteen (14) calendar days after the notification the Promoter is entitled to select randomly by draw from all remaining eligible entries another individual and award the prize to this person replacing the participant originally declared to be the Winner who shall no longer have the right to claim the prize. The same shall apply if Winner, following the acceptance of the prize, fails to respond to Promoter’s request to provide the information on where to send the prize to. Unsuccessful participants will not be contacted.
7. **Prize:** Winner will receive a prize which will consist of the following: BVB Home jersey signed by the first team (“Prize”). The Prize is non-transferable and can only be claimed personally by the Winner. Prize must be accepted as awarded. No cash alternatives or substitute prizes are available. Legal recourse is excluded. Promoter may substitute the Prize with an equivalent prize in case the Prize cannot be provided due to reasons beyond the reasonable control of the Promoter.
8. **Limitation of Liability, Disclaimer:** Promoter shall be liable without limitation insofar as the cause of the damage is based on intention or gross negligence. Furthermore, Promoter shall be liable for the slightly negligent breach of essential obligations, the breach of which jeopardises the achievement of the purpose of the contract, or for the breach of obligations, the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the participant regularly relies (cardinal obligations). In this case, however, Promoter shall only be liable for the foreseeable damage typical for the contract. Promoter shall not be liable for the slightly negligent breach of obligations other than those referred to in the preceding sentences. The above limitations of liability shall not apply in the event of injury to life, body or health, for a defect following the assumption

of a guarantee for the quality of the product and for fraudulently concealed defects. Liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.

9. Governing Law: THIS RAFFLE IS GOVERNED BY THE LAWS OF GERMANY SUBJECT TO ANY MANDATORY PROVISIONS OF THE APPLICABLE LAW OF PARTICIPANT'S PLACE OF RESIDENCE.