

Grover Group GmbH, Potsdamer Str. 125, 10783 Berlin, Germany, and its affiliates, in particular Grover Deutschland GmbH, offer promotions from time to time on its website, on LinkedIn, Instagram, Facebook, or other social media, among other places. Participation in these promotions is governed by the following general conditions of participation.

## **1. Promotion and Organizer**

The Organizer of the promotion is Grover Group GmbH, Potsdamer Str. 125, 10783 Berlin, Germany (hereinafter referred to as the "Organizer").

Participation is governed exclusively by the following conditions of participation.

## **2. Participation**

Any natural person who has reached the age of 18 and fully complies with the respective conditions of participation is eligible to participate. However, employees of the Organizer and their direct relatives are excluded from participation. **Any resident of Germany with an Instagram account is eligible to participate.**

Participation in the competition is only possible during the "Promotion Period" which will be from: **June 23rd (00:01 CET) - June 30th, 2024 (23:59 CET).**

Participation is completely free of charge and does not require the purchase of any goods or services to achieve entry. Incorrect information or incomplete entries will not be considered. Late or incomplete entries will also not be considered.

**The requirements are as follows:** Each participant must follow (i) Grover on Instagram **@getgrover**, (ii) tag one friend, like and leave any comment on the giveaway Instagram post made by Grover **and/or the Influencer** during the Promotion Period.

By participating in the respective competition, the consenting party agrees to these conditions of participation.

### **3. Implementation and Processing**

a) There will be two (2) prizes of: one 12-month subscription through Organizer to a PlayStation5 Slim ([x86-64-AMD Ryzen “Zen 2”, 8 Cores](#)) per winner, at no cost to the winners. Organizer will select the two winners randomly on **July 1st, 2024** by scrolling through Instagram and choosing a commenter at random.

b) The winners will be selected based on those who meet the qualifications set out herein, and notified via their Instagram account on the date set out above. A Grover “story” will also be published with the winner’s information (Instagram handle). **The winners must confirm receipt of the prize notification within one working day of the prize notification by the contact method stated within this notification.** If this confirmation is not received, the prize will be awarded to another participant.

c) The claim to the prize cannot be assigned and is not transferable; furthermore, the prize is neither payable nor amendable or changeable. If the prize cannot be made available for whatever reason, the Organizer reserves the right to award a substitute prize of equal value.

d) The legal process is excluded.

#### **4. Exclusion of Participation**

a) In the event of a breach of these conditions of participation, the Organizer reserves the right to exclude participants from the competition.

b) Furthermore, the Organizer reserves the right to exclude participants who use unauthorized aids or otherwise obtain advantages through manipulation, for example through collective or multiple entries. This is the case, for example, if automatic scripts, hacking tools, Trojans or viruses are used, or if a participant obtains an advantage through other unauthorized means. Furthermore, untruthful personal data, as well as the use of "fake profiles" can lead to exclusion. In such cases, winnings may also be subsequently withdrawn and/or reclaimed.

#### **5. Premature termination or cancellation of the competition**

The Organizer is entitled to prematurely terminate, suspend or modify the raffle if unforeseen circumstances beyond the Organizer's control occur that make the original implementation more difficult or unreasonable for the Organizer. This includes in particular, but is not limited to, the unauthorized intervention of third parties, technical problems with hardware and software that are beyond the control of the Organizer, as well as violations of rights that are directly related to the implementation of the competition, in this case in particular the manipulative intervention in the course of the competition.

#### **6. Instagram**

a) The competition is in no way connected to Instagram and is in no way sponsored, supported or organized by Instagram; the participant shall not incur any no claims against Instagram or its parent company.

b) Participants have no claims against Instagram arising from participation in the raffle or from winning in the raffle. Inquiries and comments by participants on the subject of this promotion are to be directed exclusively to the Organizer and not to Instagram.

c) Participants may not participate in the competition with multiple accounts. In particular, the creation of multiple accounts to supposedly increase the chances of winning is prohibited.

## **7. Data Protection**

The Organizer collects and uses the personal data of the participants exclusively within the legally permissible framework. For details on the type and scope of data processing, and in particular your data subject rights, please refer to our detailed data protection declaration at: <https://www.grover.com/de-de/g-about/datenschutzerklaerung>.

The controller within the meaning of the EU General Data Protection Regulation (GDPR) is the Organizer of the competition:

Grover Group GmbH, Potsdamer Str. 125, 10783 Berlin, Germany.

If you participate in one of the raffles of the Organizer, the following personal data will be collected by the Organizer:

- First and last name, as well as corresponding title (if applicable)
- Date of birth
- Your postal address
- Your e-mail address
- Social media handle
- Grover account information (if it differs from the above).

This data will be processed by the Organizer exclusively for the purpose of determining the winner, checking compliance with the conditions of participation, as well as for contacting the winner in the event of a win and for sending the prize. The data processing is accordingly based on Art. 6 para. 1 lit. b) GDPR.

The Organizer will delete the data of the winner if it is no longer necessary for the implementation of these purposes. This is usually the case when the prize has been sent and the Organizer has made sure that it has reached the winner undamaged.

Personal data will not be passed on to third parties without the participant's consent.

Each participant has the right at any time to request information about the data collected and stored by the Organizer regarding their personal data in accordance with Art. 15 GDPR. You can find detailed information on all of your privacy rights at any time at <https://www.grover.com/de-de/g-about/datenschutzerklaerung>.

## **8. Liability of the Organizer**

The following exclusions and limitations of liability apply to the Organizer and its affiliates' (in particular, Grover Deutschland GmbH) liability for damages, without prejudice to the other legal requirements for claims:

- a) The Organizer shall be liable without limitation insofar as the cause of the damage is based on intent or gross negligence.
- b) Furthermore, the Organizer shall be liable for breaches of essential obligations caused by slight negligence, the breach of which jeopardizes the

achievement of the purpose of the contract, or for breaches of obligations, the fulfillment of which is essential for the proper execution of the competition and on the fulfillment of which the contractual partners regularly rely. However, the scope of liability for the Organizer in such a case shall be limited to the foreseeable damage typical for the contract.

c) The Organizer is not liable for the slightly negligent violation of other obligations than those mentioned above.

d) The designated limitations of liability shall not apply in the event of injury to life, limb or health, for a defect following the assumption of guarantees for the quality of a product and in the event of fraudulently concealed defects. The liability according to the product liability law remains unaffected.

e) The exclusion or limitation of liability of the Organizer shall also apply to the personal liability of representatives and vicarious agents of the Organizer or its employees.

## **9. Final Provisions**

The law of the Federal Republic of Germany, and the place of jurisdiction of Berlin, Germany, shall apply to the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods (CISG).