



## Terms and Conditions for Celonis Prize Draws

Participation in a Celonis prize draw (hereinafter referred to as "Prize Draw"), organized by Celonis SE, Theresienstrasse 6, 80333 Munich, Germany (hereinafter referred to as "Sponsor"), is free of charge and governed exclusively by these Terms and Conditions. By participating, the entrant consents to the terms and conditions of the Prize Draw.

### 1. Participation

1.1. The Prize Draw will run for the period described on the registration, which hereinafter will be referred to as the "Participation Period".

1.2. To take part in the Prize Draw, entrants must fill out their name and email address, if the prize is not a voucher but physical objects, also their home address for delivery. Entry is only possible during the Participation Period. The entrant is responsible for the correctness of the contact details. Each entrant can participate only once. Participation in the Prize Draw is free.

### 2. Eligibility

2.1. Entrants must be aged 18 years old and over. Participation is not limited to the Sponsor's customers. No purchase of goods or services is necessary for participation. Persons connected with the Prize Draw, as well as the Sponsor's employees and spouses, are not eligible to participate.

2.2. In addition, the Sponsor reserves the right, at its own discretion, to exclude persons based on justified reasons, such as in the case of

2.2.1. manipulation in connection with access to or execution of the draw;

2.2.2. violations of participation regulations;

2.2.3. multiple entries in the name of one individual; or

2.2.4. provision of false or misleading information in connection with draw participation.

### 3. Prize and announcement of winner

The winner will be drawn at random, if not specified otherwise on the registration form (for example: "the first 100 registrations win"). The prize is non-exchangeable, non-transferable and no cash alternatives will be offered. The Sponsor reserves the right to substitute prizes with another prize of equal or higher value if circumstances beyond the Sponsor's control make it necessary to do so. The decision of the Sponsor regarding any aspect of the prize draw is final and binding and will not be supported by additional correspondence.

### 4. Cancellation

The Sponsor reserves the right at any time to terminate the Prize Draw without prior notice and without providing reasons. This applies in particular to any grounds that would disrupt or prevent the planned Prize Draw process.

### 5. Limitation of liability

The Sponsor shall only be liable for damages caused by it, its legal representatives or agents, either with intent, through gross negligence or culpable violation of fundamental obligations in the context of the Prize Draw (so-called cardinal obligations). Cardinal obligations are those whose fulfillment is essential to achieve the goal of the Prize Draw. In these cases, liability is limited to foreseeable, predictable damage. The Sponsor's liability for negligently or wilfully caused damages relating to death or personal injury damages, remains unaffected.

### 6. Data protection

6.1. For participation in the Prize Draw, supply of personal data is necessary. The entrant assures that the provided personal data, in particular first name, surname and email address, are true and correct.

6.2. The Sponsor shall collect, process, use and take care of all supplied personal data in strict accordance with statutory data protection legislation and with the Celonis Privacy Policy (<https://www.celonis.com/privacy-policy>). Personal data will not be disclosed to third parties without the entrant's consent. The entrant is free at any time to withdraw participation from the Prize Draw by informing the Sponsor in writing or by email. This can be submitted by email to [privacy@celonis.com](mailto:privacy@celonis.com). After consent has been revoked, the entrant's collected and stored personal data will be deleted. The winner of the Prize Draw agrees to the publication of his name and company on the Sponsor's website. The entrant is free to revoke his/her consent at any time by writing to Celonis SE (to the contact above) or by email to [privacy@celonis.com](mailto:privacy@celonis.com).

## **7. Governing Law**

The Prize Draw is subject to the laws of Germany, without giving effect to its rules regarding conflicts of laws, other than such principals directing application of German law. The United Nations Convention on the International Sale of Goods (CISG) shall not apply. Decisions are final and binding and not subject to legal recourse. The Sponsor reserves the right to update these Terms and Conditions. Updated versions will be effective when published on the Sponsor's website.

## **8. Severability Clause**

Should parts of the Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions of the Terms and Conditions, which shall remain unaffected. The invalid provision shall be replaced with such term which comes as close as possible, in a legally permitted manner, to the commercial terms intended by the invalid provision.