

General terms and Conditions of the Game

(hereinafter: **Game Rules**)

1. Organizer of the Game

Name: TS Boat Booking GmbH

Registered seat: Pfarrgasse 52/1,1230 Wien, Austria

Tax Number: ATU75357409

(hereinafter: the **Organizer**)

Contact details of the Organizer:

- postal address: Pfarrgasse 52/1,1230 Wien Austria
- telephone: + 436764600365
- electronic contact (email address): info@boatbooking.at

The Game Rules apply to the game organized and conducted by the Organizer (hereinafter: the **Game**).

2. Personnel participating in the Game

'Player' means a client of the Organizer, who is a natural person, and rents a boat through the website of the Organizer (www.boatbooking.at) (hereinafter: the **Webpage**) during the period between 22nd December 2020 to 31th January, 2021.

Players has to be over the age of 18 and has to have a a full legal capacity; and is not subject to any of the exclusions set forth in these Game Rules and otherwise complies with these Game Rules.

Players also have to make a Client Account as described in the General Terms and Conditions of the Organizer, which can be found at www.boatbooking.at/ in the corresponding menu.

Players have to accept these Game Rules and perform the task specified below.

Accepting these can be done by clicking on the 'I would like to take part in the Christmas sweepstakes of the site' checkbox on the renting screen. If a Client just rents a boat without accepting these Game Rules then he / she won't qualify as a Player and won't participate in the Game.

The following persons are NOT allowed to participate in the Game:

- the owners, officials, employees, agents of the Organizer and their close relatives;
- owners, senior executives, employees, agents and other close relatives of other companies directly involved in the implementation.

The Organizer reserves the right to exclude the Player from the Game and to apply legal liability (compensation, possibly criminal proceedings) against the Player who:

- want to gain an advantage during the Game by influencing the course of the Sweepstakes, by hacking your website or in any other unfair way; and or
- misuses the registration data of another Player or provide false information.

Organizer reserves the right to make the cases specified above on its own decide in its discretion.

Players are responsible for all consequences resulting from the incorrect information they provide. It is not possible for the Organizer to check the correctness of the data during (or after) the application for the Game, therefore the responsibility and all related legal and financial consequences are in all cases borne by the Player.

3. The sweepstake

The draw of the winner is going to take place on 15th of February, 2021, 18:00 (CEST).

4. Prize

The Game has one winner (hereinafter: the **Winner**).

The winner will get the free holiday possibility of a 4-day training with a captain and welcome drinks on a Lagoon 42 catamaran. The winner can also bring 7 more people with them along.

(hereinafter: the **Prize-Tour**)

The prize is non-transferable to other persons and cannot be exchanged for cash.

The winner can choose the date of the Prize-Tour from the following time periods (hereinafter: **Prize Period**):

- 1st May, 2021 – 5th May, 2021 or
- 8th May, 2021 – 12th May, 2021 or
- 15th May, 2021 – 19th May, 2021 or
- 22nd May, 2021 – 26th May, 2021.

5. Notification of the winner

The Organizer notifies the Winner via email and/or telephone, and also publishes her/his name, country and city of living on the Webpage of the Organizer.

6. Receiving the prize

The Organizer contacts the Winner, and the Winner has to mark a specific period from the offered Prize-Periods.

The Winner is required to cooperate to receive the prize. If this is not complied by the Winner, or the Winner will not be able to participate in the Prize-Tour during the Prize-Period, the prize may no longer granted and the Organizer shall not be liable in any way.

If the winner delays or postpones the original date of the Prize-Tour, the costs will be borne by the Winner.

Organizer reserves the right to cancel the entitlement of the Winner for the prize, if it turns out that the Winner did not pay any kind of fee or tax for the original tour, which was reserved at the time of applying into the game, or the Winner cancelled the original tour, or damaged the boat during the original tour.

The Organizer reserves the right (but not taking any obligation) to make another drawing in this case and draw another Winner.

7. Photos during the Prize-Tour

The Winner is obliged to accept that the Organizer will take photos about her/him (and about her/his companions, if they give their permissions) during the tour. It is necessary for demonstrating the validity of the prize and for marketing purposes as well.

(In case of the Winner's children are under the age of 16, the Winner can give the consent in the name of the children).

The Organizer may publish the photos on its website, Facebook, Instagram or any other social site, in its advertising materials, media appearances, and in other audio, photo and video materials for promotional and advertising purposes, without any kind of payment to the Winner, who is not entitled to forbid it.

In any case, the Organizer may publish the name and country of living of the Winner next to the photo.

If The Organizer will publish a photograph showing the Player or his / her child if the Player submits it as described above or acknowledges in writing that he / she is bound by Article 1. a declaration in accordance with Annex.

8. Taxes

The Winner is obliged to pay the local tourist tax, any port dues, refueling costs, any damage caused on the boat, the Organizer provides only the Prize itself.

If any specific local tax for prizes is applicable for the residential country of the Winner, then the Winner is obliged to pay these taxes as well.

The Organizer excludes its liability for paying any taxes in connection with the Prize.

9. Further limitation of liability

The Organizer shall not be liable if during the period of the Game, the Webpage, the email service provider, or social media sites of the Orgnizer is temporarily unavailable for technical reasons. The Player acknowledges that the content, performance, message and data transmission and response speed of the Game's technical infrastructure depend on the server technology and may therefore be adversely affected by factors outside the Organizer, such as (but not limited to) connection failure, server computer performance and maintaining a secure network connection. The Organizer excludes all liability arising from the provisions of this paragraph. The Organizer is not responsible if during the period of the Game, the Webpage containing the Game is temporarily unavailable for technical reasons.

The Organizer excludes all liability for any claim for damages during participation in the Games, for any errors, omissions, malfunctions of the Game, for costs, damages, losses resulting from or related to delays during the Game.

10. Personal data

The Organizer does not gather more personal data from the Players than it gathers from any client who reserves/rents a boat from the Webpage of the Organizer; with the exception of the fact itself that a client accepted the present Game Rules and applied for the Game.

The Organizer stores this data for half a year after the drawing (for the possibility of a substitute winner, if the Prize will be denied from the original Winner as described above; and for customer service puropses of Players inquiring about the Game). After this period, the fact of a Client accepting the Game Rules and participating the Game will be erased.

The name, photos and country / city of living of the Winner will be used without any time limitation as described above in the 'Photos during the Prizre-Tour' Clause.

The Organizer is obliged to store the personal data of the Winner specified by Austrian tax regulations until the end of the applicable time period defined by those regulations.

The detailed privacy policy of the Organizer can be found at www.boatbooking.at/ in the corresponding menu.

11. Final provisions

Participation in the Game constitutes the Player's express acknowledgment and irrevocable acceptance of these Game Rules.

The Organizer reserves the right - but does not undertake - to present the Prize to the Winner in a public event.

The Organizer reserves the right to supplement, revoke or amend these Game Rules without prior notice.

The Organizer will publish any changes or revocations related to the Game on its Webpage and/or on its Facebook page or other social media sites. It is the responsibility of the Players to be properly informed.

Date: Vienna, 22nd December 2020