



# PARTICIPATION CONDITIONS

## PRIZE CONTESTS

### PARTICIPATION CONDITIONS AND PRIVACY POLICY

#### 1. Object of this policy

- a. The participation conditions and data privacy policy at hand regulate participation in prize contests conducted by Salzburg AG Tourismus Management GmbH, Bayerhamerstraße 16, 5020 Salzburg, FN 506391 v, as the Organizer, which are announced on the website and/or the Facebook and/or Instagram page of the Organizer, as well as usage of the data provided by the Participant.
- b. By entering the prize contest, the Participant accepts these participation conditions.
- c. Contact with the organizer: Salzburg AG Tourismus Management GmbH, Bayerhamerstraße 16, 5020 Salzburg, [tourismus@salzburg-ag.at](mailto:tourismus@salzburg-ag.at).

#### 2. Participation eligibility

- a. All natural persons whose permanent place of residence is in Austria and who are 18 years of age or older at the beginning of the contest period are entitled to participate.
- b. Regardless of the prize contest in question, entry in the prize contest may be indicated by means of the postal delivery service, website, Facebook, Instagram or another social media service used by the Organizer. The kind and nature of participation is indicated in the description of the prize contest in question. Any other form of participation, other than as described for the prize contest in question, is not permissible.
- c. If participation requires provision of a specific piece of information, be that on the website or a prize contest entry card, the Participant is required to supply said information completely and truthfully; otherwise, participation is not possible.
- d. A requirement for participation by means of the Organizer's Facebook or Instagram page is that the Participant has subscribed to the Facebook or Instagram page of the Organizer.
- e. Only one entry is permissible per participant.
- f. Participation in the prize contest is possible exclusively for private purposes.
- g. Participation is voluntary and without payment and involves no obligation to purchase products or services from the Organizer.
- h. In the event of violations of these conditions or manipulation/attempted manipulation on the part of the Participant, the Organizer reserves the right to exclude the Participant from the contest or – also after the fact – to exclude the Participant therefrom. In such a circumstance, any winnings that have already been paid out must be reimbursed.

#### 3. Contest Prizes and Contest Period

- a. The concrete prize as well as the beginning date and entry deadline for the contest in question are detailed in the description for said prize contest.
- b. The prize is not redeemable for cash or other material alternatives. Neither may it be exchanged nor transferred to third parties. The prize is exclusively to the extent as described by the Organizer. The Participant may relinquish the prize. Potential additional associated expenses, for example those related to travel arrival and departure, meals etc., may arise and are not included in the prize itself.
- c. The Organizer reserves the right to substitute the prize with another of comparable value or comparable nature without any obligation to provide justification.

#### 4. Determination of the Winner/Winners

- a. Winners are determined in camera by the Organizer or a contracted third-party.
- b. Depending on the type and nature of participation, the winners are given timely notification either in writing, electronically by email, Facebook or Instagram using the contact data which the Participant had originally provided (postal address, email, telephone number, Facebook or Instagram profile). The notification of winners is subject to no guarantees whatsoever. In the eventuality of erroneous data, the Organizer is under no obligation to investigate and determine the correct data.
- c. The prize in question will be sent to the winners by means of the postal service or electronically or presented in person.
- d. Within 14 days of having been notified that they have won the contest, winners must confirm their acceptance of the prize via the same medium through which they originally entered the contest, to [tourismus@salzburg-ag.at](mailto:tourismus@salzburg-ag.at), via Facebook or Instagram message, or by post to Bayerhamerstraße 16, 5020 Salzburg.  
Upon expiration of 14 days, the prize is forfeited and a new winner will be determined.

Valid from: July 2021

Salzburg AG Tourismus | Tourismus Management GmbH – a company of Salzburg AG

Headquarter: Festungsgasse 4a, 5020 Salzburg, Austria, T +43/662/8884-0, [tourismus@salzburg-ag.at](mailto:tourismus@salzburg-ag.at), [www.salzburg-bahnen.at](http://www.salzburg-bahnen.at), UID: ATU74058618  
Disclosure compliant with §14 UGB (Austrian Commercial Code): limited company, Salzburg, Landesgericht Salzburg, corporate registry: FN 506391  
Banking details: Raiffeisenverband Salzburg eGen: IBAN: AT07 3500 0000 1606 7266, BIC: RVSAAT2S



## 5. Granting of usage and naming rights

- a. The Participant expressly declares their consent, in the event of winning a prize, to the publication of their first and last names on the website as well as the Facebook and/or Instagram page of the Organizer for purposes associated with the prize contest as well as advertising.
- b. Furthermore, the Participant declares their consent to their submissions associated with the prize contest (for example photographs, texts, videos etc.) as well as their first and last names being published in association with presentation of participant submissions on the website as well as the Facebook and/or Instagram page of the Organizer for purposes associated with the prize contest as well as advertising.
- c. For the aforementioned purposes, without remuneration or time restrictions, the Participant grants the Organizer the right to duplicate, disseminate and publicize any and all contest submissions associated with the contest in question, in particular texts and photos, and without citation of copyright, on the web, Facebook and/or Instagram page of the Organizer.
- d. The Organizer points out that every Participant within the scope of a prize contest is personally responsible for obtaining the consent of third parties whom they have named, linked or whose names, photos, videos, etc. are published on the Facebook and/or Instagram page of the Organizer, and that Salzburg AG Tourismus Management GmbH assumes no responsibility whatsoever for any legal violations on the part of the Participant (please also refer to pts. 6.d and 6.e).

## 6. Liability

- a. This agreement is not subject to legal recourse.
- b. The Organizer assumes no liability for lost, misdirected or late contest entries, nor for any potential technical difficulties which may influence participation in the contest.
- c. Liability on the part of the Organizer as well as its proxies is limited, with the exception of personal damages and regardless of the legal basis, to instances of premeditation and gross negligence.
- d. The Organizer assumes no liability for content and submissions for which the Participant is responsible. Should the Organizer be the target of legal claims due to a legal violation for which the Participant is responsible, the Participant shall indemnify and hold harmless the Organizer and support the Organizer in its defense against such claims.
- e. The Participant guarantees not to have knowingly made any submissions which violate the copyright or other rights of third parties, or which violate any legal provisions whatsoever, in particular the legal code, or which disparage, discriminate against, insult or otherwise cast aspersions on a person or business.

## 7. Privacy Policy

Data privacy disclosures in compliance with the GDPR may be found in our official data privacy policy.

## 8. Facebook / Instagram / Apple / Google

In addition to these participation conditions, the relationship between the Organizer, the Participant and Facebook or Instagram is governed by the conditions of use of Facebook or the conditions of use of Instagram as well as the privacy policies of Facebook and Instagram. The Participant may not assert any legal claims against Facebook / Instagram / Apple / Google which arise from participation in the prize contest. This prize contest is in no way associated with Facebook / Instagram / Apple / Google and is in no way sponsored, supported or organized by Facebook / Instagram / Apple / Google. The recipient of all information provided by the Participant is not Facebook / Instagram / Apple / Google, but rather the Organizer. All information and data provided or collected by the Participant in the course of the prize contest is only provided to the Organizer and not to Facebook / Instagram / Apple / Google. All inquiries and notifications associated with the prize contest shall be directed to the Organizer and not to Facebook / Instagram / Apple / Google.

## 9. General Provisions

- a. Should any provision or portion of a provision within these participation conditions be declared null or void, this shall in no way affect the validity of the remaining provisions. The voided provision shall be substituted by means of a valid provision which most closely approximates the original commercial intent and purpose of the provision which had been voided.
- b. This agreement is exclusively subject to Austrian law under exclusion of any conflicts-of-laws charters.
- c. The Organizer reserves the right to amend or supplement these participation conditions without justification, insofar as this is required in the interests of simple and secure execution of the contest and, in particular, in order to prevent abuse, as well as for other reasons.

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