General Terms and Conditions of Participation

General Terms and Conditions of Participation for Competitions, Lotteries, and Prize Draws of Windel GmbH & Co. KG

§ 1 Scope

(1) These General Terms and Conditions apply to competitions, lotteries, prize draws and similar promotions (hereinafter "Promotion"), particularly online, conducted by Windel GmbH & Co. KG, Hafenringstraße 6, 49090 Osnabrück (the "Organizer"). By participating, the participant accepts both the General Terms and the Special Terms applicable to the Promotion.

(2) The Promotions are carried out by Windel GmbH & Co. KG, Hafenringstraße 6, 49090 Osnabrück. The Promotion may be conducted in cooperation with a partner, which will be stated in the respective Special Terms.

(3) By participating, the participant agrees to comply with the applicable guidelines of Instagram and/or Facebook. Promotions on Instagram and/or Facebook are not associated with Meta Platforms, Inc. (hereinafter: Meta). The Promotions are in no way sponsored, supported, or organized by Meta and do not create any legal claims against Meta. All information in connection with this competition is provided exclusively by the Organizer. Meta is also not available as a contact person for the Promotion. Any inquiries regarding the competition must be directed to the Organizer.

§ 2 Reference to Special Terms and Conditions of Participation

(1) Each Promotion has its own Special Terms, which are included in the Promotion description.

(2) The Special Terms contain information regarding the Promotion procedure, deadlines, prizes, and how winners are determined. All time specifications refer to CET (GMT+1) or CEST (GMT+2).

(3) The Special Terms refer to the General Terms but take precedence over them.

§ 3 Participation / Exclusion

(1) Participation and the chance to win are free of charge and independent of any product purchase, except for transmission costs charged by the participant's mobile or internet provider. Persons excluded from participation are not entitled to receive a prize.

(2) Participation is open to natural persons aged 18 or older who have full legal capacity and a permanent residence in Germany, Austria, Switzerland, Belgium, or the Netherlands, unless stated otherwise in the Special Terms. When Promotions are conducted via Instagram or Facebook, an active account on the relevant platform is also required.

(3) Legal representatives and employees of the Organizer, its affiliated companies, and participating partners, as well as their family and household members, are excluded from participation.

(4) The Organizer reserves the right to exclude multiple participations (e.g., using multiple names, accounts or e-mail addresses) or suspicious entries such as those from competition clubs. Persons attempting to gain an advantage through unauthorized tools or manipulation are also excluded. This includes identity falsification or the use of third-party or secondary social media accounts.

(5) A violation of these Terms entitles the Organizer to exclude the participant without prior notice and to delete comments if justified (e.g., breach of the Terms).

(6) Participants are also excluded if consent to the Terms or the Privacy Policy is not granted or is withdrawn.

(7) Participation is only permitted in one's own name. Prize claims are non-transferable.

§ 4 Determination and Notification of Winners

(1) The winner is selected by the Organizer, its employees, agents, or third parties by means of a lottery draw. Further details are provided in the Special Terms.

(2) The winner will be notified after the Promotion ends via e-mail, social media, or another communication channel. If the winner cannot be reached or does not accept the prize within three days, the prize forfeits and a new winner is selected.

§ 5 Provisions on Special Types of Prizes

(1) The available prizes are listed in the Special Terms, including any limitations, obligations or costs associated with claiming the prize. Actual prizes may differ from illustrations, particularly with regard to model, color, or features.

(2) Non-cash prizes are shipped to the winner's stated address within Germany, Austria, Switzerland, Belgium or the Netherlands. Shipping costs are covered by the Organizer; however, the place of performance remains the Organizer's registered office.

(3) For prizes that must be redeemed on-site at an event or attraction, such as tickets or vouchers, such prizes will be sent by post to the address provided by the winner or delivered as an electronic ticket/voucher to the specified e-mail inbox. In addition, they may also be made available for collection at the event location.
The Organizer has no influence on the postponement or cancellation of events or attractions. In such cases, the Organizer reserves the right to specify an appropriate alternative prize.
For the execution of the respective event or attraction, the general terms and conditions of the respective event organizer and/or ticket provider also apply.

§ 6 Right to Modify / Cancel Prizes / Conditions

The Organizer reserves the right to modify, cancel, or extend the Promotion or these Terms and Conditions at any time without giving any reasons, in particular if proper Implementation oft he Promotion is no longer possible for technical reasons.

In such a case, any winners who may already have been determined shall have no claims against the Organizer.

§ 7 Exclusions Regarding Prizes

(1) Cash payout, exchange, or transfer of the prize is excluded. Additional costs such as travel or meals are not reimbursed unless explicitly included. Such costs must be borne by the participant.
(2) Legal recourse is excluded.

§ 8 Data Protection

(1) Participating requires the provision of personal data such as name, date of birth, address, e-mail address or telephone number. This data is used to conduct the Promotion and contact the winner. Participants are responsible for the accuracy of the data provided.
(2) The data provided by the participant will be processed in accordance with the Privacy Policy, which the participant has viewed and explicitly accepted at https://www.windel-candy.com/en/privacy. The Organizer processes the data received in order to fulfill its obligations in connection with the implementation of the Promotion on the basis of Art. 6(1)(b) GDPR.

(3) The Organizer stores the data until the Promotion has been fully completed and all winners have been determined and notified. Thereafter, the data is only stored tot he extent required by law.
(4) The participant may withdraw their consent to data processing at any time. The Organizer will then delete the participant's data, which will also end their participation in the Promotion. If deletion is legally prohibited, the data will be blocked from further use.
(5) The Organizer is not liable for technical issues during the transmission of content or for the availability or error-free operation of the Promotion website.

§ 9 Cooperation in Promotions

(1) Promotions may be conducted with various partners. In some cases—for example, when the prize is shipped by a partner—it may be necessary to transfer participants' data to that partner. By participating, the participant agrees to such data transfers.
(2) The Organizer is not liable for incorrect information provided by cooperation partners.

§ 10 Disclaimer

In providing and administering prizes, the Organizer excludes liability for slightly negligent breaches of duty, unless essential contractual duties are breached, injury to life, body, or health occurs, guarantees, or product liability claims are affected. The same applies to the Organizer's agents.

§ 11 Final Provisions

German law applies. To the extent permitted by law, the place of jurisdiction for all disputes arising in connection with the Promotion is 49090 Osnabrück, Federal Republic of Germany.