

Conditions of Participation and Privacy Notice

This Participation and privacy Information (hereinafter collectively referred to as the "Terms of Participation") apply to participation in our competitions, contents, raffles, prize-draws or sweepstakes (hereinafter referred to as "Competition(s)") referring to these Terms of Participation .

The terms and conditions of participation contain conditions, including rules for participation, information on prizes and on the processing of participants' data and their rights of objection and withdrawal. The terms used are not gender-specific.

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Organization

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1. Reference to the Announcement of the Competition

Details on the conditions for participation, actions to be taken, the duration of the competition, individual sections

of the competition and any prizes may additionally be derived from the descriptions provided to the participants within the context of the competition. These detailed descriptions take precedence over these Terms of Participation.

2. Definition of the term "Content(s)"

For the purposes of these Terms of Participation, "Content(s)" means all content and information uploaded, entered or otherwise communicated by participants in the Competition, such as photographs, graphics, videos, text, comments or details of places and persons.

3. Age Restriction

Participation is only possible from the age of 18 and if you are an employee of a dental practice.

4. Territorial Restriction

Participation is subject to your having your domicile, office or place of usual residence in the region(s) listed below:

Europe

5. Further Criteria for Eligibility

The following entry requirements and restrictions apply to our competition:

Exclusion of employees and other Involved Parties:
Excluded from participation are our employees and the employees of our Sponsor(s) who are or were involved in the creation or execution of this Competition, as well as their spouses or life partners, parents, children, siblings or persons living in the same household, if they were or should have been aware of the aforementioned involvement of the employees in the Competition.

6. Start and End of the Competition

Start of the Competition:

1. March 2023

End of the Competition:

18. March 2023

7. Information on Prizes

In the following, we inform the participants about the prizes and their modalities.

Determination of Winners: The winners will be randomly selected.

Prize	IDS 2023	REF	UVP
1.	STATIM 6000B G4+	G4-700001	5518,91
2.	CanalPro Jeni Endomotor Kit	60023659	3547,55
3.	Voucher "Get your Guide"		500
4.	S.P.E.C. 3 Kit Europe, Plug Type C, 1 pc	60013942	1079,85
5.	Voucher COLTENE Academy Workshop		500
6.	4 packages COLTENE-Endo-Files		304,32
7.	ParaPost Fiber Lux Introductory Kit, 1 St.	PF170	327,91
8.	CanalPro SyringeFill Station	60031347	246,62
9. - 12.	Restoration Highlight Kit Spritzen	60020090	296
13.	Apple Air Tags, 4 pieces kit		115
14.	AFFINIS Putty Super Soft, 2 x 300 ml	6535	107,39
15.	OPTIM 1 RTU wipes 6"x7"(12x160) EU	OPTEU1-12W	97,34
16.	DIATECH Crown Preparation Kit by Prof. Brian Millar, 1 St.	60020102	58,94
17.	Apple Air Tags, 1er Packung		35
18.	Laserpointer / Presenter Logitech		30
19. - 23.	HySolate Latex Dental Dam Black printed medium 152x152, 36 pcs	60031352	25,67
24. - 33.	Illuminated LED USB cable		10

8. Further Information on Prizes

Please note the additional information on prizes

Exclusion of Transfer and Payout of Prizes.: The prize is not transferable. A payment of the prize in cash or an exchange is not possible.

9. Mention of the Participants of the Competition

The names of the participants may be publicly announced in connection with the Competition or presentation of the entries and winners by us or by our Sponsor(s) in online media (e.g. on websites and in social media) or in print media. Participants may object to this at any time with effect for the future.

10. Information on Warranty and Liability

We would like to point out that the competition and the prizes are voluntary services on our part, which are not

subject to the same scope of guarantee and liability as, for example, the purchase of such prizes independent of the competition.

Warranty limitations for Prizes: We shall not be liable, subject to our own fault in accordance with the provisions of the liability notices in these conditions of participation, for goods and services won which are not offered on the market by ourselves. In all other respects, the warranty and guarantee conditions of the respective providers of the items and services shall apply, provided that these do not restrict the participants and can be transferred by us to the participants.

Termination or Restriction of the Competition: We would like to point out that the availability and function of the competition can only be guaranteed within the scope of reasonability for us and the participants. The competition may be terminated by us at any time, in particular due to external circumstances and constraints. External circumstances and constraints include, but are not limited to, technical problems, legal changes or mandatory measures by third parties beyond our control.

Differences of Prizes: The prizes shown in the description of the competition may differ from the goods or services presented to the winners, provided that they are equivalent in terms of the prizes described from the point of view of an average participant. According to this, deviations in model, color, locality, etc. may exist.

Liability: The following disclaimers and limitations of liability shall apply to our liability for damages, notwithstanding the other statutory conditions for claims.

Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, representatives and vicarious agents as well as of our Sponsor(s). We shall be liable for the slightly negligent breach of essential obligations, the breach of which endangers the achievement of the purpose of the contract, or for the breach of obligations, the fulfilment of which is essential for the proper performance of the competition and on the compliance with which the contracting parties regularly rely (so-called cardinal obligations). In this case, however, we shall only be liable for the foreseeable damage typical of the respective legal relationship. We shall not be liable for the slightly negligent breach of obligations other than those specified in the preceding sentences. We shall be liable without limitation if the cause of the damage is based on intent or gross negligence. In the case of grossly negligent breach of duty by our vicarious agents, the aforementioned restrictions to the slightly negligent breach of essential obligations shall apply.

The above limitations of liability shall not apply in the event of injury to life, limb or health, in the event of a defect following the granting of quality 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.

Legal Recourse: There is no legal recourse with regard to the drawing of the winners and any evaluation of the entries submitted in the competition.

11. Subscription to the Newsletter

We send newsletters, e-mails and other electronic notifications containing advertising information (hereinafter referred to as "newsletters") only with the consent of the recipient or a legal permission. Insofar as the contents of the newsletter are specifically described within the framework of registration, they are decisive for the consent of the user. Otherwise, our newsletters contain information about our services and us.

In order to subscribe to our newsletters, it is generally sufficient to enter your e-mail address. We may, however, ask you to provide a name for the purpose of contacting us personally in the newsletter or to provide further information if this is required for the purposes of the newsletter.

The registration to our newsletter takes place in general in a so-called Double-Opt-In procedure. This means that you will receive an e-mail after registration asking you to confirm your registration. This confirmation is necessary so that no one can register with external e-mail addresses.

The registrations for the newsletter are logged in order to be able to prove the registration process according to the legal requirements. This includes storing the login and confirmation times as well as the IP address. Likewise the changes of your data stored with the dispatch service provider are logged.

We may store the unsubscribed email addresses for up to three years based on our legitimate interests before deleting them to provide evidence of prior consent. The processing of these data is limited to the purpose of a possible defense against claims. An individual deletion request is possible at any time, provided that the former existence of a consent is confirmed at the same time. In the case of an obligation to permanently observe an objection, we reserve the right to store the e-mail address solely for this purpose in a blacklist.

The sending of the newsletter is based on the consent of the recipients or, if consent is not required, on the basis of our legitimate interests in direct marketing. Insofar as we engage a service provider for sending e-mails, this is done on the basis of our legitimate interests. The registration procedure is recorded on the basis of our legitimate interests for the purpose of demonstrating that it has been conducted in accordance with the law.

Performance measurement: The newsletters contain a so-called "web-beacon", i.e. a pixel-sized file, which is retrieved from our server when the newsletter is opened or, if we use a mailing service provider, from its server. Within the scope of this retrieval, technical information such as information about the browser and your system, as

well as your IP address and time of retrieval are first collected.

This information is used for the technical improvement of our newsletter on the basis of technical data or target groups and their reading behaviour on the basis of their retrieval points (which can be determined with the help of the IP address) or access times. This analysis also includes determining whether newsletters are opened, when they are opened and which links are clicked. For technical reasons, this information can be assigned to the individual newsletter recipients. It is, however, neither our endeavour nor, if used, that of the shipping service provider to observe individual users. The evaluations serve us much more to recognize the reading habits of our users and to adapt our content to them or to send different content according to the interests of our users.

Contents:

Information about us, our services and offers.

12. Privacy Information

We process the personal data (also referred to as "data" below) of participants in We process personal data of participants in competitions, contents, raffles, prize-draws or sweepstakes (hereinafter referred to as "competitions") only in compliance with the relevant data protection regulations and if the processing is necessary for the provision, execution and handling of the competition (Article 6 (1) (b) GDPR), the participants have consented to the processing (Article 6 (1) (a) GDPR) or the processing serves our legitimate interests in the security of the competition or the protection of our interests against misuse of the competition according to Article 6 (1) (f) GDPR.

The participant's data will only be transmitted to other parties if this is necessary for the execution of the sweepstakes and competitions (e.g. to send prizes by Sponsor(s) or to technical service providers or agencies commissioned in connection with the Competition) or if a participant has consented to the transmission.

In the context of the competition, we inform the participants which of their data are required for participation.

The data of the participants will be deleted as soon as the competition has ended and the data is no longer required to inform the winners or because questions about the competition can be expected. In general, the data of the participants will be deleted at the latest 6 months after the end of the competition. Winners' data can be retained for a longer period of time, e.g. in order to answer questions about the prizes or to fulfil the prizes; in this case, the retention period depends on the type of prize and is up to three years for items or services, e.g. in order to be able to process warranty claims. Furthermore, the participants' data may be stored for a longer period of time, e.g. as part

of (data protection-compliant) coverage on the competition in online and offline media or in the case of participation contributions published on social media.

Insofar as data was collected for other purposes as part of the competition, its processing and storage period shall be governed by the privacy information for this use (e.g. in the case of registration for a newsletter as part of a competition).

If we process your data or provide additional information on the processing of your data, we will provide a link to our privacy policy and refer you to this privacy policy.

As data subject, you are entitled to various rights under the GDPR, which arise in particular from Articles 15 to 21 of the GDPR:

- **Right to Object:** You have the right, on grounds arising from your particular situation, to object at any time to the processing of your personal data which is based on point (e) or (f) of Article 6(1) GDPR, including profiling based on those provisions. Where personal data are processed for direct marketing purposes, you have the right to object at any time to the processing of the personal data concerning you for the purpose of such marketing, which includes profiling to the extent that it is related to such direct marketing. You also have the right to object to the processing of personal data concerning you for scientific or historical research purposes or for statistical purposes pursuant to Article 89 (1) GDPR on grounds arising from your particular situation.
- **Right of withdrawal for consents:** You have the right to revoke consents at any time.
- **Right of access:** You have the right to request confirmation as to whether the data in question will be processed and to be informed of this data and to receive further information and a copy of the data in accordance with the provisions of the law.
- **Right of access:** You have the right to request confirmation as to whether the data in question will be processed and to be informed of this data and to receive further information and a copy of the data in accordance with the provisions of the law.
- **Right to rectification:** You have the right, in accordance with the law, to request the completion of the data concerning you or the rectification of the incorrect data concerning you.
- **Right to Erasure and Right to Restriction of Processing:** In accordance with the statutory provisions, you have the right to demand that the relevant data be erased immediately or, alternatively, to demand that the processing of the

data be restricted in accordance with the statutory provisions.

- **Right to data portability:** You have the right to receive data concerning you which you have provided to us in a structured, common and machine-readable format in accordance with the legal requirements, or to request its transmission to another controller.
- **Complaint to the supervisory authority:** You also have the right, under the conditions laid down by law, to lodge a complaint with a supervisory authority, in particular in the Member State of your habitual residence, place of work or place of the alleged infringement if you consider that the processing of personal data relating to you infringes the GDPR.

Our Privacy Policy:

<https://eprivacy.coltene.com>

Contact data protection officer:

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