



## Terms & Conditions for Freeletics Pushups Challenge Social Giveaway

### 1. Promoter

This promotional competition is run by **Freeletics GmbH**, Berg-am-Laim-Straße 111, 81673 Munich, with "Freeletics" as the "Promoter".

The competition is in no way sponsored, supported, or organized by Instagram. Contact person and responsible is solely Freeletics GmbH.

### 2. Conditions of participation

Participation in the competition is governed exclusively by the following conditions of participation.

<b>How to enter competition</b>	Entrants must follow @Freeletics, like the contest Reel on Instagram, tag a friend in the comments, and complete 360 Pushups in the Men's Health Pushup Challenge within the app.
<b>Prize</b>	All entrants who enter into the raffle will have the chance to win 1 prize bundle containing: <ul style="list-style-type: none"><li>- A walking pad</li><li>- A weighted blanket</li><li>- A 1 year Calm subscription</li><li>- Access to Strong, Lean, Healthy (our digital nutrition course)</li> <li>- Note: The Promoter ships to <b>all EU countries</b>. Only participants from these regions will be chosen as a valid prize winner. In certain cases, customs fees may apply.</li></ul>
<b>Procedure</b>	The competition takes place in the period from 06.11.2023 to 18.11.2023, 23:59 CET.  The competition closes at 23:59 CET on November 18th. Entries received after the closing date will not be counted.

	The winner will be randomly selected by Freeletics from all eligible participants.
<b>How winners will be notified</b>	<ul style="list-style-type: none"> <li>- The winner will be notified within 7 working days after the Closing Date. They will be tagged in a comment on the contest post announcing the winner, and will also be sent a direct message. All reasonable endeavors will be made to contact the winner during the specified time. If a winner cannot be contacted, is not available, or does not respond within 7 working days, the Promoter reserves the right to re-draw another winner from the valid/correct entries that were received before the Closing Date.</li> <li>- The winner will be required to provide their email address via direct message, and then contacted by email to provide the Promoter with the required shipping address.</li> <li>- The winner will receive their prize via email (Calm subscription and SLH nutrition course) and postal service (walking pad and weighted blanket), coordinated by Freeletics.</li> </ul>
<b>Granting of rights</b>	Winners may be announced on social media. By participating in this competition, the winner gives permission for their name and picture to be published on the Promoter's Social Media Channels and to be used in media without charge.

### 3. General Terms & Conditions

By entering all entrants agree to be bound by these terms and conditions and any associated entry requirements:

- a. It is a prerequisite for participation to have an existing Instagram account. Only natural people of full age are eligible to participate. The employees of Freeletics GmbH and its affiliated companies as well as their relatives and all other parties involved in the execution of the competition are excluded from participating in this competition.

- b. Automatically generated entries (e.g. via lottery service providers etc.) are void. In any case of a breach of these terms and conditions or the influence on equal opportunities, e.g. by technical manipulation, or a similar serious violation, Freeletics may, at its own discretion, terminate the participation of the entrant or change the terms and conditions of the competition. The participation in this promotion is free of costs. Each participant is only entitled to participate once in the promotion.
- c. If a non-eligible participant is determined to be a winner, he/she will be denied the prize the Promoter reserves the right to re-draw another winner from the valid/correct entries that were received before the closing date.
- d. The prize is non-transferable and non-refundable. No cash alternative is available in whole or in part.
- e. The winners will be selected at random from all valid entries for this competition received before the closing date. The participant must have an existing user account with Freeletics GmbH during the entire competition period.
- f. Recourse to the court is not permitted.

#### **4. Warranties and publications**

The participant declares by participating in the promotion that the respective email address is his own and is not owned by a third party. Should third parties file any claim against the promoter for infringement of their rights in connection with the respective email address, the participant bears full responsibility for the damage suffered by the third party. The winner will be contacted via the given email address and requested to send his/her current address for the purpose of delivering the prize.

#### **5. Declaration of consent**

As far as personal data from participants are collected in the course of the competition, these are collected, processed, and used by the promoter solely for the purpose of carrying out and processing the competition. The data will be deleted within 30 days after the competition has been carried out. The participant may object or withdraw his consent at any time for the future. The participants have a right to access, rectify, and right of erasure of personal data.

#### **6. Miscellaneous**

If individual provisions of these terms and conditions are illegal, invalid, or unenforceable, this shall not affect the validity or enforceability of any other provision.

There is no right of appeal. Jurisdiction is Munich.