

# Terms and Conditions

## TeamViewer Prize Draw

### 1 Entry

- 1.1 The Prize Draw (hereinafter referred to as "**Prize Draw**") will be promoted by TeamViewer Germany GmbH, Bahnhofplatz 2, 73033 Goeppingen, Germany ("**TeamViewer**").
- 1.2 The Prize Draw is open to entrants aged 18 and over and resident in Canada and the North America region. Entry into the Prize Draw is free.
- 1.3 In order to enter the Prize Draw and to be considered for the Prize, entrants must be listeners of the Connected Worker Podcast and submit the provided form to secure their entry in the giveaway for the Prize Draw. Their submission entry remains valid for all future monthly Prize Draws in 2025, meaning only one (1) submission is allowed.
- 1.4 Employees of TeamViewer or any of its associated companies or subsidiaries (and their families) are excluded from entering the Prize Draw.
- 1.5 The Prize Draw will close on the 28<sup>th</sup> of every month at 11:59 pm GMT in 2025 (the respective "**Closing Date**") and any entries received after the Closing Date will not be entered into the Prize Draw. The Prize Draw will take place as soon as reasonably practicable following the Closing Date.
- 1.6 By entering the Prize Draw entrants agree to be bound by these terms and conditions ("**Conditions**") and confirm that all information submitted is true, accurate and complete. TeamViewer reserves the right to verify the eligibility of any and all entrants and may, in its sole discretion, disqualify any entrant that fails to satisfy the eligibility requirements. Entrants shall at all times act in good faith towards TeamViewer and the Prize Draw. Winning the prize (as defined below) is contingent upon the satisfaction of all requirements set forth herein.

### 2 Prize

- 2.1 Each prize per month consists of one Yeti Rambler 10 oz with Magslider Lid and one Nightstick Intrinsically Safe Flashlight ("**Prize**"). The prize will be shipped.
- 2.2 TeamViewer reserves the right to substitute the Prize with another of a similar nature at any time.
- 2.3 The Prize is non-transferable, non-exchangeable and there is no cash alternative. For the avoidance of doubt should the Winner be unable to attend their Prize for whatever reason beyond the cause or control of TeamViewer, TeamViewer will not be obligated to re-arrange or substitute the Prize.

### 3 Winner

- 3.1 There will be one winner each month and the winner will receive the Prize. The winner will be selected at random from all valid entries received on or before the Closing Date (each a "**Winner**").
- 3.2 Only the Winner will receive notification from TeamViewer. Following the draw, the Winner will be notified via the provided e-mail address at the end of the month.
- 3.3 The Winner agrees to the use of his/her name and image in any publicity material, as well as their entry.
- 3.4 If TeamViewer cannot successfully contact the Winner within a reasonable length of time, or if the Winner is unable or unwilling to accept the Prize, or if the Winner does not meet the eligibility requirements, subsequent draws will take place until a new winner is found who is able, willing and eligible to accept the Prize. This new winner shall be deemed to be the Winner for the purposes of these Conditions.

### 4 Privacy

- 4.1 Personal data will only be processed and passed on to the extent required for this Prize Draw (e.g., shipping the Prize) and permitted by law or to the extent that the entrants or the winner has consented to the disclosure. If and to the extent that the organizer uses the help of third parties to carry out the Prize Draw, the contractual relationships are subject to the relevant data protection regulations. Participation in the Prize Draw without providing the required personal data is not possible.
- 4.2 Information on the processing of the personal data of the entrants can be accessed via the following link: [TeamViewer Privacy Notice](#).

### 5 Limitation

- 5.1 TeamViewer is liable according to the statutory provisions if TeamViewer has acted intentionally or grossly negligently. In cases of simple or slight negligence, TeamViewer is liable - subject to milder liability standards according to the law (*e.g. Care in own affairs, diligentia quam in suis*) - only:
- 5.1.1 damage resulting from death, injury to health or personal injury; or
- 5.1.2 if this negligence violates an essential contractual obligation (cardinal obligation, an obligation whose fulfilment makes the proper execution of the Prize Draw possible in the first place and on the observance of which the entrant could rely), whereby the liability is limited to typical damages foreseeable at the time of announcement of these conditions of participation.
- 5.2 The exclusions and limitations of liability in Section 5.1 also apply to damage caused by persons for whom the TeamViewer is liable under the statutory provisions. The exclusions and limitations of liability in Section 5.1 shall not apply if TeamViewer has fraudulently concealed a defect or if the Product Liability Act prescribes mandatory liability which cannot be excluded.

## **6 General**

- 6.1 TeamViewer reserves the right to cancel or amend the Prize Draw or these Conditions without notice when reasonably necessary for the purpose of administering the Prize Draw.
- 6.2 Participation in the Prize Draw is subject to the law of the Federal Republic of Germany. This law shall apply to the exclusion of the provisions of the United Nations Convention on Contracts for the Sale of Goods, including its amendments, and to the exclusion of the principles of conflict of laws. The exclusive place of jurisdiction is Stuttgart, Germany. Legal recourse is excluded.