

Terms and conditions of participation

1. Duration.

The BMW M Christmas competition on Facebook and Instagram starts with the publication of the competition post on the official BMW M Facebook fanpage <https://www.facebook.com/BMW.M/> and ends on December 22nd, 2017.

2. Organiser.

The competition is run by BMW M GmbH, Daimlerstr. 19 , 85748 Garching-Hochbrück. Find more information at <https://www.bmw-m.com/de/footer/metanavigation/legal-notice-pool/impressum.html>.

3. Participants and participation requirements.

The competition is open to anybody aged 18 and above. Employees of BMW M GmbH or other BMW group companies as well as employees of other companies involved in the competition's implementation, and the relatives of the aforementioned persons are not permitted to enter.

Participation also requires being a member of the Social Media service of Facebook Inc. 1601 Willow Road Menlo Park CA 94025, USA (hereinafter »Facebook«).

Participation will take place by publishing a comment under the relevant competition posting on the official BMW M Facebook fanpage.

The deadline for entries for the current prize is on December 22nd, 2017, 23:59 pm CET. Any entries received after this deadline will not be included in the draw.

Participation is free of charge and does not require the purchase of goods or services. More than one entry is permitted.

4. Exclusion from participation.

In case of incorrect information, defamatory, discriminatory or illegal content or should any suspicion arise that entrants are using unfair means, or should a participant or third party have benefitted from any manipulation or breached these entry conditions, BMW M GmbH reserves the right to disqualify the participant(s) from the competition without having to specify any reason.

Participants may also be excluded retroactively and in this case a win may be recalled.

5. Competition procedures, notification of winner

The winner will be drawn at random within two days after the closing date on December 22nd, 2017. The winners will be notified via Facebook personal message and by being tagged by BMW M in a comment to the competition post or a new post ("notification of win") by BMW M GmbH or a contracted partner not later than December 22nd, 2017. The winner is entitled to the prize only if he/she confirms acceptance of the win with BMW M GmbH within five calendar days of the notification of win by submitting his/her postal address ("acceptance of win"). If the winner does not confirm acceptance of the win within this period, a new winner will be drawn.

6. Prize.

One prize will be raffled among all participants:
Dashboard Tree and a poster.

Depending on availability, BMW M GmbH reserves the right to provide a prize of equal value in place of the prize stated. There shall be no cash payment in lieu of prizes. A win cannot be transferred to other persons and cannot be swapped.

7. Additional validity of Facebook's terms

The competition is hosted via the social media service of Facebook. For the use of this service to participate in the competition, in particular with regard to uploading photos, Facebook's terms of use (<https://de-de.facebook.com/legal/terms>) and data protection regulations (<https://de-de.facebook.com/about/privacy>) apply. Facebook is not the organiser, sponsor or endorser of the competition and is in no way responsible for its execution. Participants exempt Facebook from any demands related to participation in the competition, in particular to the uploading of photos.

8. Termination of competition

BMW M GmbH reserves the right to end or terminate the competition at any time and to change the entry conditions, particularly if, for technical or legal reasons, it can no longer be guaranteed that the competition is run properly.

9. Privacy rights for film and photo footage

In the event of a win, BMW M GmbH will share the name and photo of the winner on their official social media channels on Facebook after requesting the explicit permission of the winner.

The participant, if having won, also consents to having his/her name and photo published in connection with PR reports about the competition only. This consent applies to all methods of BMW M GmbH's corporate communication and advertising (online and offline) and is unrestricted by time and location in this respect. In particular, this allows the photos to be published

- on BMW M GmbH's websites
- on BMW M GmbH social media channels: Instagram and Facebook

10. Liability

BMW M GmbH is liable only for wilful intent and gross negligence. This does not apply in the event of negligent breach of a material contractual obligation. These are liabilities that are crucial for holding the competition, since they enable the competition and participants can rely on their fulfilment. In this instance, the liability of BMW M GmbH in the event of minor negligence is restricted to damages typical of the competition and that are foreseeable.

The limitation of liability does not apply to damages resulting from injury to life, limbs and health.

11. Data protection

Your personal data will be only used by BMW M GmbH (or a services provider appointed by BMW M GmbH) for the purpose of the competition's execution and deleted thereafter. Every participant has the right of access, rectification, blocking and erasure of his personal data. He/she can exercise such rights by writing a mail to m-power@bmw-m.com.

12. Miscellaneous

There is no right of appeal. There is no enforceable claim to the win or the payout of the cash value. These terms and conditions and the entire legal relationship between the participant and BMW M GmbH are exclusively subject to German law.