

CONDITIONS OF PARTICIPATION.

For participation in the prize draw for “BMW M Town Passport Cases”.

ORGANISER:

The organiser of the competition is BMW M GmbH, Daimler Str. 19, 85748 Garching (hereinafter “BMW M”). Further information on BMW M can be found at <https://www.bmw-m.com/en/footer/metanavigation/legal-notice-pool/imprint.html>.

PARTICIPANTS AND CONDITIONS OF PARTICIPATION. DATA PROTECTION.

Only unreservedly legally competent persons of full age who have declared their consent to these conditions of participation and who have unlimited legal capacity are entitled to participate.

The participation requires the completion of an online registration for a newsletter under the link <https://www.bmw-m.com/en/footer/metanavigation/newsletter-registration.html> with the truthful personal data of the participant. The following compulsory information, which is necessary to enter the competition, must be provided: title, first and last name and email address.

We collect, process and use the personal data provided by you only for the purpose of processing the BMW M newsletter and providing you with purpose-related support as well as for the entrance of the competition.

Further information on data protection, in particular on contact details and the participant’s rights to data protection, can be found at: <https://www.bmw-m.com/en/footer/metanavigation/legal-disclaimer-pool/privacy-policy.html>.

The second competition opens on November 5th, 2018, at 12:00 CET. The closing date for entries is December 16th, 2018, at 12:00 CET.

Participation is free of charge and independent of the purchase of goods or services. Multiple entries are not allowed.

EXCLUSION FROM PARTICIPATION.

Participants whose personal details are incorrect will be excluded from the prize draw. Likewise, participants who attempt to manipulate the participation process and / or the prize draw and / or otherwise violate the terms and conditions of participation are also excluded. Employees of the organiser, or subsidiary and affiliate companies of the organiser, as well as their relatives, are excluded from participating in the competition. The exclusion can also be made retrospectively and in this case, any profit can be reclaimed.

EXECUTION OF THE PRIZE DRAW, PRIZE NOTIFICATION.

The winners of the competition will be drawn at random no later than two weeks after the closing date for entries. The winners will be notified in writing, by email or telephone by BMW M or its appointed partner, stating further details (“Winning Notification”), with the winnings only being payable if the winners declare to BMW M their acceptance of the prize within five calendar days of receiving the winning notification (“Acceptance of Prize”). If there is no declaration of acceptance by the prospective winner within this period, a new winner will be drawn.

PROFITS.

Prizes will be raffled among all participants in the competition. The winnings are “BMW M Town Passport Covers” made of leather. There are 20 prizes in the draw. Depending on availability, BMW M reserves the right to issue a prize of at least equivalent value instead of the specified one.

Winnings cannot be paid out in cash. Winnings are not transferable to other persons and cannot be exchanged.

EARLY TERMINATION AND MODIFICATION OF THE PRIZE DRAW:

BMW M reserves the right to terminate or modify the prize draw at any time without prior notice if, for technical or other reasons, the proper execution of the game cannot be guaranteed or the fairness of the game appears impaired. This does not give rise to any claims on the part of the participants.

LIABILITY OF BMW M.

BMW M shall only be liable for intent and gross negligence. This does not apply in the case of a negligent breach of a material contractual obligation. These are duties that are essential for the execution of the competition because they make them possible in the first place, and the fulfillment of which the participant can therefore rely and trust. In this case, the liability of BMW M for simple negligence is limited to the typical and foreseeable damage.

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

OTHER.

Legal recourse is excluded. There is no enforceable claim to the prize or the payment of the cash value. These conditions of participation and the entire legal relationship between the participant and BMW M are exclusively subject to German law.

This prize draw is not affiliated with Facebook and is in no way sponsored or organised by Facebook. The recipient of the information provided by the participant is not Facebook but BMW M. The information provided will be used under the above conditions for the conduct of the prize draw and the newsletter.

The participant does not assert any claims against Facebook in connection with participation in the competition. He or she indemnifies Facebook against any claims by third parties arising from his participation in the competition