

## TERMS AND CONDITIONS OF PARTICIPATION - [#ThePinkFlowerBag Raffle']

YOU MUST READ THESE TERMS AND CONDITIONS OF THE CONTEST (THE 'CONTEST RULES') BEFORE PARTICIPATING IN THE ABOVE CONTEST (THE 'CONTEST'). BY PARTICIPATING IN THIS CONTEST, YOU ACCEPT THAT YOU ABIDE BY AND ARE BOUND BY THE CONTEST RULES.

By participating in the Contest, entrants accept and agree that the Contest Rules are a legally binding agreement between them and the Promoter (as defined below). In particular, by entering this Contest, you agree that the Promoter uses the personal information provided by you for activities related to the Contest (including promotional purposes for future contests if you are a winner).

1. **Promoter:** the Promoter of the Contest is Designer Outlet Neumünster, Oderstraße 10, 24539 Neumünster (the 'Promoter').
2. **Dates:** The campaign begins on July 1, 2023 at 00:01 (Central European Time) and ends on August 31, 2023 at 23:59 (Central European Time). The raffle takes place once a month. The winner will be determined after the end of the Promotion Period on August 1st, 2023 and September 1st, 2023 (*the "Drawing Date"*).
3. **Eligibility:** At the time of participation, Entrants must be natural persons and residents of [Participating Countries]. Not eligible are:
  - employees or immediate family members of an employee of the Promoter or its media partners, associated companies, agents, affiliated companies or subsidiaries as well as any other person associated with the administration of the Competition;
  - winners of at least one (other) contest organized by one of McArthurGlen Designer Outlets over the past 24 months.
4. **Legal age:** By entering the Contest, you confirm that you are either (a) 18 years or older or (b) are underage and have obtained the consent of a parent or legal guardian to participate in the Contest.
5. **Entry Form:** To enter the Contest, you must complete the official McArthurGlen Entry Form (the 'Entry Form'), which you can find throughout the Promotion Period on the Promoter's Website [[Nominate your favourite shopping buddy | Designer Outlet Neumünster \(mcarthurglen.com\)](#)].
6. **Participation:** Participation does not require the purchase of goods or services at the Designer Outlet Center Neumünster; such purchase will not increase your chances of winning. Participation is free of charge. Only Entry Forms which have been filled in truly and accurately and which are submitted in time are eligible. All Entry Forms must be completed in person and on your own behalf. Multiple entries are prohibited.
7. **Prize:** Each winner of the Contest receives one of the following main prizes (the 'Prize'):

1x two night stay including 2x breakfast, 1x 4-course meal and a wellness package at the 4\* Hotel Birke in Kiel for 2 people, including a €200 gift card from Designer Outlet Neumünster

The awards and vouchers are non-transferable and are not redeemable for cash.

8. **Chances of Winning:** Chances of winning depend on the number of valid Entry Forms received by the Promoter during the Promotion Period and are calculated by dividing the total number of Prizes (per 'Prize' above) by the number of valid Entry Forms.

9. **Determination of winners:**

(a) *Winner Determination* — On the day of the drawing, a representative of the Promoter will select the winner from the valid entry forms submitted. Promoter, in its sole discretion, will determine whether entry is in full compliance with these Contest Rules (if the Instagram Post is not in full compliance with the Contest Rules, it will be disqualified from entry). The above prize will then (at Promoter's absolute discretion) be allocated to the relevant winning entry. If additional prizes are awarded in the Contest, this process will be repeated for each additional prize until all prizes have been assigned to an entry form. If your Entry Form has been assigned a prize, you are not eligible to receive any other prizes in the Contest.

(b) *Notification of Winners* — Each of the winners determined in the manner described above will be notified of their win via the participating Instagram account.

(c) *Acceptance of Prize* — Each winner must confirm acceptance of prize at McArthurGlen Designer Outlet Center Neumünster within 30 days of the date of the draw. Confirmation of acceptance can be made either in person at the Guest Services of the Designer Outlet Center Neumünster, via Instagram or in writing by email to [info@designeroutletneumuenster.de](mailto:info@designeroutletneumuenster.de). In the event a winner cannot be contacted, is unavailable or otherwise unable to collect/confirm prize acceptance, Promoter reserves the right to select an alternate winner from valid entry forms. The Promoter will use reasonable efforts to contact the winner(s) within the stated Acceptance Period. It is the entrant's responsibility to check their junk/spam mail folder and answering machine to see if they have received a notification regarding the Sweepstakes.

(d) *Identification* – Each winner must present a valid proof of identity (identity card or passport) when accepting the Prize.

(e) *Promotional Purposes* – Each winner agrees to the collection and processing of his or her personal data, images and videos by the Promoter for the purpose of publication on the Promoter's website and/or for the purpose of transferring the winners' names and domiciles to third parties in connection with the Contest. Personal information includes the name, address and date of birth of the winner. Each winner may revoke his or her consent at any time informally [vis-à-vis](#) the Promoter.

(f) *Waiver of legal claims* – Each winner may be requested by the Promoter or the respective prize sponsor at their discretion to sign a written statement in which the winner waives any legal claims against the Promoter or the prize sponsor in connection with the Contest before the Prize is awarded to the winner.

10. **Winners List:** The first names and domiciles of the winners will be available for at least 6 months after the closing date of the promotion. These can be requested by contacting the Promoter at [04321/5586880](tel:043215586880) or viewed in the Guest Services of McArthurGlen Designer Outlets.

11. **Taxes:** The Promoter is responsible for the reporting and payment of all taxes, fees and other expenses, insurance premiums and handling fees as well as any other costs incurred by acceptance and use of the Prize.

12. **Disclaimer:** The Promoter assumes no warranty and makes no representations of any kind whatsoever with respect to the Contest, the Prize, or the (potential) participation of any (potential) entrant in the Contest, except as expressly provided in these Contest Rules. The Promoter excludes any liability for participation in the Contest and is therefore not liable for damages or other disadvantages resulting from participation in the Contest or the winning or using the Prize. This does not apply to injuries to life, limb and health or to damages caused by intentional or grossly negligent breaches by the Promoter, its prize sponsors or its dealers or its legal representatives or vicarious agents or to liability under the Product Liability Act.
13. **Legal Claims:** By entering the Contest, you agree to indemnify and hold harmless the Promoter, its prize sponsors, the McArthurGlen Designer Outlets dealers and their affiliates and employees from and against any claims caused directly or indirectly by (a) participation in the Contest, (b) receipt, use or misuse of the Prize, (c) misprints, typographical errors or other errors in any materials involved in the Contest, Prize notification or in any other announcements and (d) other errors in the Contest. This does not apply to injuries to life, limb and health or to damages caused by intentional or grossly negligent breaches by the Promoter, its prize sponsors or its dealers or its legal representatives or vicarious agents or to liability under the Product Liability Act.
14. **Trademarks:** All displayed trademarks, copyrights and other images are the property of the Promoter or its licensors and are used under a written or implicit license. The use of third party materials (including such trademarks) does not imply any business relationship between these third parties and the Promoter or vice versa.
15. **Changes:** The Promoter reserves the right at any time without prior notice to cancel or suspend the Contest or change the Contest Rules in its sole discretion in the following situations: (a) in the event of an accident; (b) in the event of a printing error, an administrative or any other error; (c) if this is necessary for the proper conduct of the Contest; (d) if at any time there are indications of manipulation or other unforeseen events that could affect the correct conduct of the Contest. The Promoter will announce the changes on its website: [www.designeroutletneumuenster.de](http://www.designeroutletneumuenster.de). If any of the clauses in these Terms and Conditions are determined to be illegal, invalid or otherwise unenforceable, the remaining clauses shall survive and remain in full force and effect.
16. **General Provisions:** Failure to comply with these Contest Rules may (at the Promoter's sole discretion) result in exclusion from the Contest. German law is applicable to this Contest and these Contest Rules. The Promoter is under no obligation to disclose any information relating to the Contest, including the number of Entry Forms received, the number of valid Entry Forms or other numbers associated with the Contest, except as required by law or as expressly set out in the Contest Rules. The Promoter shall not be liable to anyone (including entrants) for delays or errors in the performance of the Contest caused by circumstances beyond the Promoter's control, including (without limitation) Internet performance issues, loss or incorrect delivery of information (including in Entry Forms) or cases of force majeure. The Promoter reserves the right to exclude individual entrants from the Contest if there is reason to suspect that the Contest Rules have been violated or the contest has been manipulated by these entrants. Disputes arising from the competition will be decided at the Promoter's sole discretion, whose decision is final and binding. Redress through the courts is excluded.
17. **Personal data:** By completing the Entry Form, each entrant gives his or her consent to the processing of his or her personal data exclusively in relation to the Contest in accordance with the Promoter's privacy policy. Further information on the processing

of personal data and your rights can be found in the Promoter's privacy policy at:  
<https://www.mcarthurlen.com/de/Datenschutz/>