

Conditions of Participation: DMEXCO Prize Competition “Leaderboard Challenge” by Koelnmesse GmbH

1. Object

The Organizer and contractual partner is Koelnmesse GmbH - hereinafter also referred to as “Organizer” or “Koelnmesse.”

These Conditions of Participation govern participation in the DMEXCO Prize Competition, a trade-fair event by Koelnmesse GmbH, Messeplatz 1, 50679 Cologne, Germany (hereinafter referred to as “Organizer”) by contest participants. By participating in the competition, participants accept these terms and conditions.

During DMEXCO @home, users can earn points for certain interactions made within the event platform. The users with the most points collected during the competition period will win one of the prizes.

Awarding of points

Scoring within the Leaderboard Challenge will be as follows:

- Participation (at least 5 minutes) in an Agency Lecture, Fireside Chat, Lecture, Keynote, Panel, Roundtable, Masterclass, Start-up Pitch, Presentation: **50 points**
- Completion of a session rating: **300 points**
- The number of points for the following interactions is based on the sponsorship level of the partner being interacted with:

	Gold Partner	Silver Partner	Bronze Partner
Company Bookmark + Opt-in	250 Points	200 Points	150 Points
Company Profile Meeting Request	250 Points	200 Points	150 Points

2. Eligibility/participation

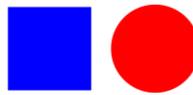
Participation in the DMEXCO Leaderboard Challenge is limited to persons who are 18 years of age or older. By agreeing to the Conditions of Participation, the participant ensures that he or she has reached the age of 18 years. Persons who are not eligible to take part shall not be entitled to receive any prize even if selected to receive one. Only personal registrations will be allowed. Employees of Koelnmesse GmbH and their relatives are excluded from the Leaderboard Challenge.

Registered users of DMEXCO @home 2021 are automatically registered to participate in the Challenge. Every user is free to unsubscribe from the Challenge and can do so at any time via his/her personal user profile or via an e-mail to info@dmexco.com.

3. Use of data

The participants agree that their data may be used, disseminated and otherwise made publicly available to third parties in connection with the competition and its execution. The participants also agree that they will be listed in the live rankings available on the event platform with the following information: Name, company and score.

4. Time frame



The campaign starts on August 16, 2021 with the opening of the DMEXCO @home event platform for visitors. The challenge ends on September 8, 2021 at 6:00 p.m. (CET). After that, no further points can be collected for the DMEXCO Leaderboard Challenge.

5. Selection of winners

The winners will be determined on the basis of the points collected by participating users during the competition period. The current score can be tracked at any time on the DMEXCO @home leaderboard. Participants will be published here with the following data: name, company, current score. In the event of a tie between two or more participants, the final ranking will be decided by lot.

6. Notification of winners

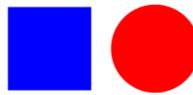
The winner of the prize drawing will be notified by September 30, 2021, by E-Mail sent to the E-Mail address they have provided, after the winners have been selected. In order to receive the prize, the winners must respond to this E-Mail within 7 days, indicating their full name, postal address and E-Mail address. If there is no timely reply to the prize announcement, the prize will expire. In this event, Koelnmesse can identify a replacement winner at short notice. The winner will not be entitled to change or supplement the respective prize. If the contact details provided are incorrect (e. g. E-Mail address), the Organizer is not obliged to determine the correct contact data. Disadvantages resulting from provision of incorrect contact information will be borne by the participants.

Cash equivalents, changes, exchanges or transfers are not permitted.

7. Prize

The top 50 participants of the Leaderboard Challenge will gain prizes worth between €100 and €2,000. The prizes are listed in the overview that will be published on the event platform at the start of the Leaderboard Challenge.

Koelnmesse won't levy any lump-sum tax in accordance with § 37b of the German Income Tax Act (ESTG) on any tax liability the recipient may have for the prizes awarded.



8. Disclaimer

The Organizer notes that the availability and function of the Leaderboard Challenge cannot be guaranteed. The Leaderboard Challenge may be ended or eliminated due to external circumstances and constraints without giving rise to any claims by the participants against the Organizer. A warranty or claims for damages of any type in the event of technical failure or other operational disruptions are hereby precluded. Specifically, maintenance, safety or capacity concerns, as well as incidents that are beyond the Organizer's control (such as disturbances of public communication networks, loss of electricity, etc.), can lead to short-term disturbances or temporary cancellation of the services. The Organizer makes no guarantee that the websites will be available at all times and accessible by participants, or that the websites will be free from substantive error and technically flawless.

The Organizer makes every effort to make accurate information available, but it assumes no liability or guarantee for the topicality, correctness and completeness of the information provided.

The Organizer is not liable for false information brought about or disseminated by participants and/or third parties including cooperation partners. Specifically, the Organizer makes no guarantee if E-Mails or data entries fail to comply with the technical requirements specified in these Conditions of Participation or for the website and are consequently not accepted and/or received by the system. The prizes are provided by sponsors. Koelnmesse accepts no liability towards the winners in the event of non-fulfillment or poor fulfillment on the part of the sponsors.

9. Liability

a. In accordance with this Section 9, the following exclusions and limitations of liability shall apply to any liability of the Organizer for damages, irrespective of the other legal requirements for claims:

b. The Organizer shall be held liable without restriction insofar as the cause of damage is based on non-accidental conduct or gross negligence.

c. Furthermore, the Organizer shall be held liable for such slightly negligent breaches of essential obligations as endanger fulfillment of the purpose of the Agreement, or for the breach of obligations the fulfillment of which make the proper conduct of the Leaderboard Challenge possible in the first place, and upon which the contractual partners regularly rely. In this case, the Organizer shall only be held liable for foreseeable damage typical to this type of Agreement. The Organizer shall not be held liable for the slightly negligent breach of obligations other than those mentioned above.

d. The above-mentioned limitations of liability shall not apply to loss of life, physical injury or damage to health, to a defect following adoption of quality guarantees for the quality of a product, or to fraudulently concealed defects. Liability as stipulated by the German Product Liability Act shall remain unaffected hereby.

e. Insofar as the Organizer's liability is precluded or restricted, this shall also apply to the personal liability of the Organizer's employees, representatives and vicarious agents.

10. Early termination of the Leaderboard Challenge

Koelnmesse reserves the right to cancel or halt the Leaderboard Challenge due to unforeseen circumstances without prior notice. This especially applies in case of software and/or hardware errors and/or other technical and/or legal reasons, which negatively impact or deem infeasible the regular and proper implementation of the Leaderboard Challenge.

11. Applicable law

This Leaderboard Challenge is governed exclusively by the laws of the Federal Republic of Germany.