

Terms and conditions for the Best Western Sweepstakes

Participation in the sweepstakes is subject to the following terms and conditions:

1. Organizer

The organizer of the sweepstake is BWH Hotels Central Europe GmbH, Frankfurter Straße 10-14, 65760 Eschborn (hereinafter referred to as the "Sweepstake Organizer").

2. Requirements for the participation in the lottery

- 2.1. Eligible participants must be at least 18 years old at the time of participation and have their permanent residence in Germany, Luxembourg, Austria, Switzerland, the Czech Republic, Hungary, Croatia, Slovenia or Slovakia.
- 2.2. Excluded from participation are the legal representatives and employees of the sweepstake organizer, distributors and sales partners as well as all persons involved in the implementation of the sweepstakes and the family members of the previously mentioned persons.
- 2.3. The competition is carried out on the website of the sweepstake organizer (www.bestwestern.de). Participants take part in the sweepstakes by correctly answering a sweepstakes question and completely and truthfully filling out the necessary registration fields.
- 2.4. Personal data, such as names or e-mail addresses, will be collected and processed exclusively within the framework and for the purpose of determining winners of the sweepstake, or, if desired, for sending information. This data will be treated as strictly confidential and will not be disclosed to third parties.
- 2.5. The competition starts on February 08, 2024 at 00:00 and ends on April 14, 2024 at 23:59.
- 2.6. Participation in the sweepstake and the claiming of the prize are not associated with any costs for the participants.

3. Prize

- 3.1. The following prizes will be awarded through the raffle
 - A Best Western Travel Card hotel voucher worth €250, valid until May 01, 2025
 - A hotel voucher for two nights including breakfast for two people at the Best Western Ahorn Hotel Oberwiesenthal in Oberwiesenthal.
 - A hotel voucher for two nights including breakfast for two people at the Best Western Plus Kurhotel an der Obermaintherme in Bad Staffelstein.All two of these hotel vouchers are valid until December 31, 2025.
- 3.2. If the prize cannot be provided for reasons beyond the control of the sweepstake organizer, the sweepstake organizer reserves the right to provide a substitute of equal value.

4. Handling of the sweepstake

- 4.1. The winner will be informed by e-mail and must provide their address details by e-mail to marketing@bwhhotels.de within five (5) working days and accept the prize in this way.
- 4.2. After confirmation of the prize, the total prize will be sent to the winner at the postal address provided or optionally in electronic form.
- 4.3. If the winner does not confirm acceptance of the prize within a period of five (5) working days, the prize will be forfeited. If the contact details provided are incorrect, the sweepstake organizer is not obliged to find out the correct address. Any disadvantages resulting from the provision of incorrect contact details shall be borne by the participants. If the material prize cannot be correctly assigned in the course of the sweepstake due to incorrect data information, the participant's claim to the prize will be forfeited.
- 4.4. If the prize is forfeited as a result of a participant not accepting the prize in time or if a participant renounces the prize, the prize will be raffled again.
- 4.5. A Cash payout of the prize is not possible.
- 4.6. Winning claims are not transferable.

5. Exclusion from Participation

- 5.1. The sweepstake organizer reserves the right to exclude participants from the sweepstake who violate the conditions of participation or applicable law, attempt to influence the sweepstake through technical manipulation or violate the rights of third parties.
- 5.2. In the event of exclusion from the sweepstake, winnings can also be subsequently revoked and reclaimed.

6. Disclaimer of warranty

- 6.1. It is pointed out that the availability and function of the sweepstake cannot be guaranteed. The sweepstake may be terminated in whole or in part or its course may be changed due to external circumstances or constraints, even without compliance with deadlines, without this giving rise to claims by participants against the sweepstake organizer.
- 6.2. This may include technical reasons (e.g. computer virus, manipulation or errors in software or hardware) or legal reasons that may affect the proper conduct of the sweepstake.

7. Liability

- 7.1. The liability of the sweepstake organizer shall be governed by the statutory provisions, unless otherwise stipulated in this agreement. The sweepstake organizer shall be liable for damages, regardless of the legal grounds, in the event of intent and gross negligence. In the event of simple negligence, the sweepstake organizer shall only be liable for damages resulting from injury to life, body or health as well as in the event of a breach of an essential contractual obligation (an obligation, the fulfillment of which makes the proper execution of the sweepstake possible in the first place and on the observance of which the contractual partner may regularly rely); in the latter case, however, the liability of the sweepstake organizer shall be limited to compensation for the foreseeable, typically occurring damage.

- 7.2. Insofar as the liability of the sweepstake organizer is excluded or limited in this agreement, this shall also apply to the personal liability for damages of the sweepstake organizer's employees, representatives and vicarious agents.

8. Final provisions

- 8.1. Should any provision of the Terms and Conditions be invalid or become ineffective, this shall not affect the validity of the remaining contract. The invalid provision shall be replaced by a valid provision which in a legally permissible manner then comes as close as possible to the economic sense and purpose of the invalid provision.
- 8.2. The law of the Federal Republic of Germany shall apply to the exclusion of the conflict of law provisions.