



## **Best Western Newsletter new customer promotion**

### **Conditions of participation Best Western welcome prize" Win one of 3 x 50 € Travel Cards" every month**

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

#### **1. Organizer**

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

#### **2. Requirements for participation in the competition**

- 2.1. Eligible to participate are persons who are 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. The legal representatives and employees of the competition organizer, dealers and sales partners as well as all persons involved in the implementation of the competition and the family members of the aforementioned persons are excluded from participation.
- 2.3. The competition will be held on the website of the competition organizer (bestwestern.de). Participants take part in the competition by filling in the necessary registration fields completely and truthfully when registering for the Best Western newsletter and confirming the double opt-in. Participation without an e-mail address is not possible. Only one entry per person is possible.
- 2.4. Personal data, such as names or e-mail addresses, are collected and processed exclusively in the context and for the purpose of determining the winners of the game or, if desired, for sending information as part of the Best Western newsletter. This data will be treated as strictly confidential and will not be passed on to third parties.
- 2.5. The competition begins on the first of each month at 00:00 and ends on the last of each month at 23:59. In the following month, a total of three participants will be drawn each month from among the registrants of <https://www.bestwestern.de/newsletter.html> and <https://www.bestwestern.de/en/e-newsletter.html>, provided that the Best Western newsletter registration is complete. The competition runs from May 2024 until the end of 2024.
- 2.6. Participation in the competition and claiming the prize are not associated with any costs for the participants.

### **3. Profit**

- 3.1. A total of three (3) Best Western Travel Cards worth €50.00 each will be drawn by lot. The Best Western Travel Cards are valid for one year after the prize draw.
- 3.2. If the prize cannot be made available for reasons for which the competition organizer is not responsible, the competition organizer reserves the right to provide a replacement of equal value.
- 3.3. You can find the terms and conditions for Best Western Travel Card hotel vouchers at: [Best Western Gift Card | Best Western Hotels & Resorts](#)

### **4. Handling of the competition**

- 4.1. The winner will be informed by the e-mail with which he/she registered for the Best Western newsletter and must accept the prize within five (5) working days by sending an e-mail to [marketing@bwhhotels.de](mailto:marketing@bwhhotels.de).
- 4.2. After confirmation of the prize, the total prize will be sent to the winner in electronic form to the e-mail address provided in the Best Western Newsletter.
- 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 competition organizer is not obliged to find the correct address. Any disadvantages resulting from the provision of incorrect contact details shall be borne by the participants. If the prize cannot be correctly allocated in the course of the competition due to incorrect data, the participant's claim to the prize shall lapse.
- 4.4. If the prize is forfeited as a result of a participant not accepting it in good time or if a participant renounces the prize, the prize will be drawn again.
- 4.5. Cash payment of the prize is not possible.
- 4.6. Profit entitlements are not transferable.

### **5. Exclusion from participation**

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

### **6. Exclusion of warranty**

- 6.1. It should be noted that the availability and function of the competition cannot be guaranteed. Due to external circumstances or constraints, the competition may be terminated in whole or in part or its course altered without notice, without this giving rise to any claims by participants against the competition organizer.
- 6.2. This may include technical reasons (e.g. computer virus, manipulation or errors in software or hardware) or legal reasons that may impair the proper conduct of the competition.

## **7. Liability**

- 7.1. The liability of the prize draw organizer shall be governed by the statutory provisions, unless otherwise stipulated in this agreement. The competition organizer shall be liable for damages, irrespective of the legal grounds, in cases of intent and gross negligence. In the event of simple negligence, the competition organizer shall only be liable for damages resulting from injury to life, limb or health and in the event of a breach of a material contractual obligation (an obligation whose fulfilment is essential for the proper execution of the competition and on whose compliance the contractual partner may regularly rely); in the latter case, however, the liability of the competition organizer shall be limited to compensation for foreseeable, typically occurring damages.
- 7.2. Insofar as the liability of the prize draw organizer is excluded or limited in this agreement, this also applies to the personal liability for damages of the employees, workers, staff, representatives and vicarious agents of the prize draw organizer.

## **8. Final provision**

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