

Conditions of participation in the SNIPES Soundbooth activation with Aitch

1. ORGANIZER

The organizer of the "SNIPES Soundbooth Activation with Aitch" is SNIPES SE, Schanzenstraße 41, D-51063 Cologne and is hereinafter referred to as the "Organizer" or "SNIPES".

Participation in the competition is free of charge. The participant accepts the following conditions of participation:

2. ELIGIBILITY

Natural persons who are at least 18 years old and permanent residents in Germany, Austria, Switzerland, the Netherlands or France may participate in the competition. The winners themselves are responsible for the accuracy of the data and contact details provided. In the event of a breach of the conditions of participation, SNIPES reserves the right to exclude the persons concerned from the prize. In such cases, SNIPES also has the right to subsequently refuse participation.

Employees of the SNIPES Group are excluded from activation.

3. PRIZE

The winner will receive a full-day recording session at SNIPES Studio44 (Karl-Marx-Straße 97-99, 12043 Berlin). The winner will also receive a one-hour private shopping tour at the SNIPES Store (Karl-Marx-Straße 97-99, 12043 Berlin) with the artist Aitch, where the winner can purchase apparel, accessories and footwear with a total value of €1,000. Travel by Deutsche Bahn and accommodation costs of €200 for one night are included. SNIPES will in close cooperation with the prospective winner undertake the booking of the lodging and travel.

The prize cannot be paid out in cash and cannot be exchanged. The prize cannot be transferred to third parties.

4. PARTICIPATION

The activation will take place between 22.07.2024 and 28.07.2024 on the SNIPES TikTok Channel (<https://www.tiktok.com/@snipesknows>). The challenge ends on 28.07.2024 at 23:59h.

4.1 Participation requirements

Participants must rap to a beat provided by SNIPES. They must then publish the recording on their personal TikTok user profiles using the hashtags #aitchxsoundbooth2024. This can take

the form of a "duet", "stitch" or their own video. Their personal user profiles must be publicly viewable. The post must remain available on their profiles up to and including January 2025. In addition, participants have the opportunity to record their part in one of the SNIPES Soundbooths and post their part on TikTok. The following stores have a SNIPES Soundbooth: Paris, Rue Saint-Denis 56-58, 75001 Paris/ Berlin, Alexanderplatz 3, 10178 Berlin / Amsterdam, Damrak 6, 1012 LG Amsterdam

5. DRAW AND NOTIFICATION OF THE WINNERS

One winner will be randomly selected from the participants who have fulfilled all the conditions in section 4.

The winner will be contacted via TikTok chat via the account @snipesknows (<https://www.tiktok.com/@snipesknows>) between 29.07.2024 and 05.08.2024 by 12pm. In order to redeem the prize, the winner must provide SNIPES with their first and last name, address, e-mail address and date of birth by 09.08.2024 at 23:59am at the latest. Otherwise or if the drawn person doesn't comply to the instructions given by SNIPES, SNIPES reserves the right to draw a new winner.

6. SOCIAL MEDIA CONTENT AND RIGHTS

During the all-day recording session in the SNIPES Studio44 (Karl-Marx-Straße 97-99, 12043 Berlin) and the one-hour private shopping tour in the SNIPES Store (Karl-Marx-Straße 97-99, 12043 Berlin), SNIPES will have image, sound and video material produced independently or by third parties and use it commercially. The participants may be seen in such recordings. The consent of the participants is already deemed to have been irrevocably granted and does not need to be obtained separately. The participant agrees to grant SNIPES and commissioned third parties a worldwide, unlimited, non-exclusive right to use his/her submission and the song produced on it. The participant agrees that third parties, artists selected by SNIPES, may also use his/her submission on TikTok within the scope of this agreement, within the meaning of sections §§ 16 ff. UrhG. The participant declares that he/she knows and agrees that SNIPES and authorized third parties will use his/her submissions commercially for advertising purposes. The participant is aware that he/she will not be remunerated separately for this. § 32a UrhG continues to apply.

7. CANCELLATION

SNIPES reserves the right to cancel the competition at any time without prior notice for important reasons. Cancellation for good cause may occur in particular if the proper execution of the production//competition can no longer be guaranteed for technical or legal reasons. Liability towards participants is excluded in this respect. If such a termination was caused by the intentional behavior of a participant, SNIPES may demand compensation from this person for the resulting damage.

8 Liability

SNIPES constantly endeavors to provide correct and up-to-date information. Despite the utmost care, no guarantee is given for the correctness and completeness of the contents of the websites listed here

and/or these conditions of participation. Against this background, the liability of SNIPES is excluded to the extent permitted by law. This exclusion of liability does not apply to damages to life, body and health.

9. GENERAL TERMS AND CONDITIONS

Insofar as individual provisions of these conditions of participation are or become invalid, this shall not affect the validity of the remaining conditions of participation. Legal recourse is excluded. A cash payment, change or exchange of the prize is not possible. Entitlements to participate are not transferable.

These conditions of participation and the entire legal relationship between the participants and SNIPES are subject exclusively to the law of the Federal Republic of Germany.

information pursuant to article 13 gdpr

Responsible for data collection:

Snipes SE, Schanzenstr. 41, 51063 Cologne, Germany

Contact details of the data protection officer:

Martin Hölscher, address as above, e-mail: privacy@snipes.com

The following personal data was collected from you:

First name, last name, user name, e-mail address, postal address, date of birth. SNIPES reserves the right to make image, audio and video recordings at the event or have them made by third parties.

Purposes for which the personal data is to be processed:

Contacting for prize processing and shipping by SNIPES or third parties commissioned by SNIPES.

Legal basis for processing:

Art. 6 para. 1 GDPR

- a) Consent of the data subject to the processing of personal data concerning you for one or more specific purposes
- f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child

Recipients or categories of recipients of the personal data:

Entrusted employees of SNIPES SE or third parties commissioned by SNIPES SE to process the prize.

Duration of storage of the personal data or, alternatively, criteria for determining this duration:
The personal data will be destroyed two weeks after the prize has been sent to the winner. This does not apply to film recordings made of the winner during the event.

Rights of data subjects affected by data processing:

Right of data subjects affected by data processing: You have a right to information from the controller about the personal data concerned (Art. 15 GDPR) as well as to rectification (Art. 16 GDPR) or erasure (Art. 17 GDPR) or to restriction of processing (Art. 18 GDPR) or to data portability (Art. 20 GDPR) as well as a right to object to processing (Art. 21 GDPR). Please address your requests in this regard to the data protection officer named above. If the data processing is based solely on Art. 6 para. 1 a) GDPR, i.e. you have given your consent to the collection and processing of data, you are entitled to withdraw your consent at any time, but without affecting the lawfulness of processing based on consent before its withdrawal. You also have the right to lodge a complaint with the competent supervisory authority. This is the State Commissioner for Data Protection and Freedom of Information of North Rhine-Westphalia, Kavalleriestr. 2-4, 40213 Düsseldorf, Tel.: 0211-38424-0, Fax: 0211-38424-10, E-Mail: poststelle@ldi.nrw.de. There is no automated decision-making in relation to the evaluation of your personal data