

## Terms and Conditions – Where were you in 1993 campaign

### 1. Promoter and Participants

- 1.1 The Promoter is MLM Medical Labs GmbH and its affiliates, registered at Dohrweg 63, 41066 Mönchengladbach Germany. (“MLM”)
- 1.2 There is no country-specific limitation to all entrants (“Participants”). Entries are accepted from all over the world. All participants have to be aged 18 and over at the time of the competition entry. The winner may be required to submit proof of age.
- 1.3 Employees of MLM Medical Labs GmbH its affiliate and subsidiary companies and their families are not eligible to enter.
- 1.4 By entering this Competition, all Participants are deemed to have agreed to be bound by these terms and conditions unless notified otherwise in writing

### 2. The Competition

- 2.1 MLM runs this photography competition that gives participants a chance to win one of the prizes listed in the section 6 of these Terms & Conditions.
- 2.2 No purchase is necessary, it is free to enter this competition.
- 2.3 By submitting images to enter this Competition, all Participants are deemed to:
  - 2.3.1 Have granted MLM permission to use media provided for the competition on MLM’s website and social media and to use it in connection with this competition without limitation (this may include future publication in reference to this competition)

### 3. How to participate

- 3.1 To enter the Competition, visit the [competition page](#), complete the form and you must: (i) upload your favorite photo which represents your interpretation of “Where were you in 1993?” and complete the form between the 30th August 2023 at 09:00 Central European Summer Time and the 1st December 2023 at 23:59 Pacific Standard Time (“Competition Period”).
- 3.2 Participants may enter up to 1 photo, multiple entries from the same person will be disqualified.
- 3.3 Incomplete, invalid or inappropriate entries, or entries received after the closing date 1st December 2023 will not be eligible for any prize;
- 3.4 All entries must be received during the Competition Period described above. Any submissions received outside of the Competition Period will not be accepted for entry to the Competition.

### 4. Competition Requirements

- 4.1 The Media submitted by the Participants must not contain:
  - 4.1.1 recognizable persons, unless Participants can demonstrate that such persons have granted all the necessary permissions for their image to be used in the Media and published by MLM under Clause 2.3 of these terms and conditions; or
  - 4.1.2 image featuring nudity or anything which may be considered obscene, immoral or in any way inappropriate or illegal; or
  - 4.1.3 anything that may infringe the rights of any third party;
  - 4.1.4 content that is offensive or could affect negatively on the name, reputation or goodwill of MLM
  - 4.1.5 defames, misrepresents or insults other people or companies, including, but not limited to MLM and its affiliates or promotes any political agenda.

- 4.2 Participants also agree to be contacted by MLM for the purposes of administering the Competition or in the event that MLM wishes to discuss any other use of the Media submitted to the Competition.
- 4.3 MLM reserves the right to disqualify incomplete or illegible entries or which do otherwise not meet the above requirements.

## 5. Warranties

By submitting its entry the participant warrants that:

- the entrant has the rights to submit the media to the competition
- the Media and any element appearing in it do not infringe the rights (including intellectual property rights) of any third party;
- in the case where a person or person's image appears in the Media, the entrant has obtained permission from those person(s) for MLM Medical Labs to use their image(s) as described in these terms and conditions
- it is the responsibility of the entrant to ensure that the relevant permission has been sought and that copyright is not infringed.

MLM warrants that:

- it shall act within the scope of the rights granted under these terms and conditions
- personal data will not be disclosed to any other party.

## 6. Prizes

6.1 The overall winner will receive:

6.1.1 There will be two (2) first tier prize winners and each will be awarded Apple AirPods 3<sup>rd</sup> generation with a magenta skin

6.1.2 There will be three (3) second-tier winners and they will be awarded at random of the following products:

6.1.2.1 Lego® Research Institute

6.1.2.2 Lego® Hidden Ghost Lab

6.1.2.3 Playmobil® Chemieklasse

6.1.2.4 Lego® Lab Set

6.1.2.5 Lego® Micropipette

6.1.3 All participants will receive a MLM 30<sup>th</sup> anniversary dinosaur plushed animal

6.2 MLM reserves the right to publish the name and country of the winners. MLM will notify the winners via email. If the winners does not wish such details to be published, they must advise MLM at time of being notified that they have won.

6.3 The Prize is non-transferable and no cash or credit alternatives will be substituted for the Prize on offer. In the event that the Prize offered is unavailable due to circumstances beyond our control, MLM reserves the right to offer an alternative prize of equal or greater value.

6.4 The Prize will be posted to the winners within 30 days after the winners are announced unless a delivery is delayed due to ALforce majeure including but not limited to natural disaster or pandemic.

## 7. Selection

7.1 The winners of the photo contest will be drawn by following a fair process. The quality department will prepare the lots containing the names of the participants. Then, a member of the MLM management team will draw the lot blindfolded to ensure an unbiased selection.

7.2 The winners will be selected between the 4<sup>th</sup> and 8<sup>th</sup> of December 2023.

7.3 The winners of the Competition will be notified the week commencing December 11<sup>th</sup>, 2023. In the event that the winner selection is delayed due to a technical failure or any other reason MLM shall conduct the Competition as soon as it is reasonably practicable to do so and accepts no liability for any such delay.

## 8. Personal Data

MLM Medical Labs GmbH, Dohrweg 63, 41066 Mönchengladbach, Germany, is the Data Controller in respect of any personal data supplied by Participants. The personal data provided is held securely and may be transferred on a secure server outside the EEA. The personal data collected from Participants is subject to the [MLM Medical Labs Privacy Policy](#).

## 9. Disclaimer

9.1 MLM reserves the right to refuse to honor any entry or to recover the full value of any prize if it considers there has been an abuse or breach of the terms and conditions of this Competition.

9.2 If any part of these conditions is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such part shall be severed from the remainder of these conditions, which shall continue to be valid to the fullest extent permitted by law.

## 10. Jurisdiction

The place of jurisdiction shall be Mönchengladbach, Germany.