

Conditions of entry - online prize competition and Standard Terms and Conditions for submitting photos and videos

Dear users Below you will find the Standard Terms and Conditions for online competitions and the Standard Terms and Conditions for submitting photos and Videos intended for publication by Bear Track Canada.

§ 1 Entry Entry is open to all persons aged 18 years or over. Entry is free of charge. To enter the competition, entrants send a hilarious video of themselves together with their first name, family name, age and town/city of residence to Bear Track Canada (Sportimpex, referred to below simply as BTC). Each entrant is responsible for ensuring that the data submitted is correct. The criteria for meeting the deadline (inasmuch as entry is subject to a deadline) is the date of the recorded electronic receipt of the email by BTC. In order to take part in the competition, it is absolutely essential for all personal details to be true. Otherwise, the entrant may be excluded in accordance with § 3 (4).

§ 2 Exclusion from competition Employees of BTC, the cooperation partners involved and their relatives are excluded from entry. In the event of any breach of the conditions of entry or of the Standard Terms and Conditions for sending in photos and videos (see below), BTC reserves the right to exclude the person concerned from the competition. Also excluded are persons who avail themselves of impermissible aids or who otherwise obtain an advantage through manipulation. In such cases, wins may subsequently be annulled and prizes may be recalled. Anyone who gives false personal details may be excluded from the competition.

§ 3 Procedure and processing The winners will be selected by the BTC marketing team and notified in writing by email. The winning video, together with the name, age and town/city of residence of the winner, can/will be published on www.beartrackcanada.com, www.facebook.de/BearTrackCanada and/or the website of the respective cooperation partner. The winner expressly agrees to this form of publication. If the winner does not respond within four weeks of the notification being sent, then the right to the prize expires and a new winner will be drawn at random. The right to claim this prize shall also expire if, for reasons attributable to the winner, it proves impossible to contact the winner within 6 months after the first notification of the win. If the prize cannot be sent or can only be sent with incommensurate difficulty, then the winner shall receive a comparable prize as a substitute. The winner shall also receive a substitute prize if the original prize is no longer available in the form presented. No cash payment of the prize or of any substitute prize can be made under any circumstances. The claim to the prize or to the substitute prize is not transferable. Complaints in respect of operating the prize competition must be addressed in writing to BTC, specifying the prize competition, within 14 days after the reason for the complaint becoming known. Complaints made by telephone or made too late can not be dealt with.

§ 4 Liability

The organizer is discharged of all liabilities upon the completion or upon awarding the prize, unless these conditions specify an earlier point in time.

Any claims for damages in respect of material defects and/or defects of title relating to prizes donated by sponsors of prizes must be raised exclusively against the said sponsors.

The organizer is not liable for the insolvency of any sponsor of a prize nor for the consequences of this for the conducting of the competition.

All claims by the entrant for damages are excluded. Excluded from this are claims for damages made by the entrant in respect of loss of life, injury, damage to health or the infringement of major contractual obligations (cardinal obligations) and liability for other damages based on wilful or grossly negligent breach of obligation on the part of BTC, its legal representatives or its agents. Major contractual obligations are such as are necessary for the contract to be fulfilled.

In the event of a breach of major contractual obligations, BTC shall only be liable for typical, foreseeable damage if this has been caused through simple negligence unless a claim for damages has been made by the entrant relating to loss of life, injury or damage to health.

The limitations set out in §4 above also apply in respect of the legal representatives and agents of BTC in the event of claims being made directly against such persons.

The provisions of the product liability law shall remain unaffected thereby.

§ 5 Miscellaneous

All decisions are final.

Only the law of the Federal Republic of Germany applies.

Should any of these provisions be or become invalid, then this shall not affect the validity of the other terms of use.

These terms of use may be amended by BTC at any time without separate notification.

STC for the sending in of photos and videos

1 These Standard Terms and Conditions apply to the sending in of photos and videos for publication on the Internet by BTC.

2. By sending in or uploading own content, users agree to these STC.

3. BTC reserves the right to amend the STC with future effect without giving separate notification. By sending in their own content, users agree to all amendments.

Submitting own content, responsibility, rights and exclusion of certain content

Users who submit their own content declare that in sending in or uploading such content, they agree to the relevant content being reproduced, distributed and publicly reproduced by BTC in the Internet and on televisions without the payment of royalties and without any limitation in time or to the corresponding user rights being transferred to third parties.

The users declare that they are entitled to publish the content, that the content is unencumbered by third party rights and that it is not in contravention of any prevailing legislation. The users indemnify BTC in respect of all third party claims. This also includes the costs of litigation.

The users undertake not to send to BTC any content which is illegal, pornographic, sexist, liable to corrupt the young or which incites to criminal action, contains utterances in breach of honor or any other content punishable by law.

Users are forbidden from submitting or uploading content which serves commercial interests (in particular, spamming), disseminating political or ideological opinions or content designed to propagate such (in particular through the use of symbols or signs relating to such ideologies) or which pursue other political or ideological objectives.

The users guarantee that the content submitted or uploaded by them are free of viruses, worms, trojans and other programs which could be detrimental to the functionality of BTC's websites or the websites of other users.

BTC reserves the right not to publish the content and to exclude users who infringe the provisions of these STC from use and if appropriate to claim damages. The users have no claim to the surrender or other relinquishment of the content made available.

BTC is entitled to edit the content, in particular to adapt it to the format required for use or to improve the quality of the presentation.

Only such users have rights of use who are legally competent or acting with the express consent of their legal representatives.

Liability

BTC shall only be liable for damages based on grossly negligent breaches of obligation and for such damages which might arise from the breach of major obligations as a result of simple negligence. In the latter case, BTC's liability is limited to typically foreseeable damage.