

# Gift Card Raffle

# Terms and Conditions of Participation

#### **Preface**

Hahn Air Lines GmbH, organizes the "Gift Card Raffle" during the time period September 1st, 2015 until September 15th, 2015, in which participating travel agencies can win Prizes according to these Terms and Conditions of Participation.

### I. Organiser

The "Gift Card Raffle" is being organised and implemented by Hahn Air Lines GmbH, An der Trift 65, D-63303 Dreieich, Germany (hereinafter: "Hahn Air"). Hahn Air is the recipient of all information and messages that will be provided. Any questions, comments or complaints should be directed to Hahn Air through raffle@hahnair.com.

# **II. Participation**

The "Gift Card Raffle" and the participation in it are subject to the present Terms and Conditions of Participation. By participating in the "Gift Card Raffle", the Participants declare that they have accepted these Terms and Conditions of Participation and that these are binding on them.

Participation in the "Gift Card Raffle" is open for any travel agencies within Canada (who will be acting only through and represented by their employees of at least 18 years of age) who (i) are a member of the Association of Canadian Travel Agencies (ACTA) and (ii) who have accepted these Terms and Conditions of Participation and (iii) who during the time period September 1st, 2015 until September 15th, 2015 have sent an answer to the question "What's the 2-letter-code of Hahn Air Lines?" to the email-address raffle@hahnair.com ("Participant").

Participation in the "Gift Card Raffle" is free of charge or fees.

No product or service has to be purchased or received in connection to the "Gift Card Raffle".

This "Gift Card Raffle" is exclusively aimed at ACTA members within Canada and therefore only at the participation of a restricted circle of businesses and not of consumers. If for any reason the participation of a particular agency would be in violation of any applicable law or regulation, this agency cannot participate and is excluded automatically with immediate effect from this "Gift Card Raffle". If this "Gift Card Raffle" were to be in violation of any applicable laws or regulations of Canada, this "Gift Card Raffle" shall automatically end immediately.

Employees of Hahn Air Lines GmbH or any of its affiliated companies, of ACTA or of any of their cooperating partners or sponsors or any people, involved in implementing this "Gift Card Raffle" are excluded from participating in the "Gift Card Raffle".



Each Participant may participate only once. Travel agencies who try to participate more than once, attempt to manipulate or disrupt in any way the proper functioning of the "Gift Card Raffle" or who do not comply with the Terms and Conditions of Participation may be excluded from participating in the "Gift Card Raffle" immediately.

# III. Term, Suspension and termination, Changes to the Terms and Conditions of Participation

The Term of "Gift Card Raffle" is from September 1<sup>st</sup>, 2015 until September 15<sup>th</sup>, 2015, 24:00h (CET). After expiration of this term, participation in the "Gift Card Raffle" is no longer possible.

Hahn Air reserves the right to change or to supplement these Terms and Conditions of Participation at any time without prior notice. If any provision of these Terms and Conditions of Participation should be or become invalid, the validity of the remaining terms and conditions shall remain unaffected.

Hahn Air reserves the right to end or to suspend the "Gift Card Raffle" at any time without prior notice. This applies in particular, but not limited to, if any circumstances arise that would disrupt or prevent the proper implementation or scheduled end of "Gift Card Raffle".

# IV. Winners, Prizes, No entitlement to win, Announcement of winners

There are only five Winners in the "Gift Card Raffle". Each Participant can only be a Winner once. There is no entitlement to win. Prizes cannot be transferred to third parties.

The five Winners of the "Gift Card Raffle" will be determined amongst all Participants who have sent the correct answer to the question "What's the 2-letter-code of Hahn Air Lines?" to the email-address <u>raffle@hahnair.com</u> during the Term by the drawing of lots on September 22<sup>nd</sup>, 2015 at 10:00h (CET) at the main office of Hahn Air GmbH, An der Trift 65, 63303 Dreieich, Germany.

The Winners will be notified and asked for their company details (address, registered office, bank account etc.) by email so that the Prize can be send to them. The Winners will be asked to give their consent to publish their name and place of residency on Hahn Air's internet and social media pages (www.hahnair.com, facebook, twitter, etc).

The Prize for each Winner will be one American Express Gift Card worth \$100 CAD-- (in words: "One-Hundred-Canadian-Dollars").

Hahn Air reserves the right to modify or replace all Prizes at any time at its own discretion until September 22<sup>nd</sup>, 2015 and without further notice. The Prizes may also be replaced on September 22<sup>nd</sup>, 2015 at Hahn Air's own discretion insofar as the new prizes are of equivalent or higher value.



# V. Data protection

Within the context of the "Gift Card Raffle", the disclosure of personal data is voluntary. The Participant is aware, however, that participation requires that certain personal information be disclosed. All information given within the context of the "Gift Card Raffle" will be treated confidential and in accordance with statutory data protection provisions. The data will be collected by Hahn Air in connection with the "Gift Card Raffle" and processed and used only for this purpose. The data collected in the context of the "Gift Card Raffle" will serve exclusively for identifying and notifying the Participant and will not be exploited for any further purpose.

Data will not be transmitted to third parties, provided this is not necessary for the implementation and execution the "Gift Card Raffle". The Participant is aware and consents that in order to implement this "Gift Card Raffle", and in particular in order to announce the Winners of a Prize, a data exchange will be carried out between Hahn Air Lines GmbH, An der Trift 65, 63303 Dreieich, Germany, and its affiliated companies who administer the Hahn Air website and social media channels. The Participant hereby authorises Hahn Air and its affiliated companies to exchange such data and to use and process those data for the purpose of the "Gift Card Raffle".

The data collected by the organiser within the framework of the "Gift Card Raffle" will be stored only until the purpose for which they were collected has been fulfilled. Where retention periods stipulated by commercial and tax law are to be observed, certain data may be stored for up to 10 years.

The Participants have declared themselves in the context of "Gift Card Raffle" to be in agreement with the collection, processing and use of their personal data in the framework of "Gift Card Raffle".

Participants may revoke their above given consent at any time by sending an e-mail to <u>raffle@hahnair.com</u>. With that revocation, however, participation in "Gift Card Raffle" ends automatically.

## **VI. Limitations of liability**

Hahn Air is not liable for any damages unless such damages result from fraud, gross negligence or willful misconduct of Hahn Air or fraud, gross negligence or willful misconduct of a Hahn Air's officers, agents, servants or employees, or for damages to life, limb or health which have been caused by negligence of Hahn Air or a negligent or willful misconduct of a Hahn Air's officers, agents, servants or employees. These liability restrictions apply mutatis mutandis for Hahn Air's affiliated companies and to ACTA, respectively.

### VII. Disclaimer, Miscellaneous

This "Gift Card Raffle" is exclusively aimed at ACTA members within Canada and therefore only at the participation of a restricted circle of businesses and not of consumers. If for any reason the participation of a particular agency would be in violation of any applicable law or regulation, this agency cannot participate and is excluded automatically with immediate effect from this "Gift Card Raffle". If this "Gift Card Raffle" were to be in violation of any applicable laws or regulations of Canada, this "Gift Card Raffle" shall automatically end immediately.

If for any reason this "Gift Card Raffle" were to be in violation of any applicable laws or regulations of Canada, the participation in this "Gift Card Raffle" shall be nul and void and this "Gift Card Raffle" shall automatically be ended immediately.



These Terms and Conditions of Participation are stored by the organiser and can be read or downloaded at <a href="www.hahnair.com">www.hahnair.com</a> during the period of the "Gift Card Raffle". Unless otherwise defined, the terms and expressions used in these Terms and Conditions shall have the same meaning as used on <a href="www.hahnair.com">www.hahnair.com</a>.

The "Gift Card Raffle" and these Terms and Conditions of Participation are subject to the laws of the Federal Republic of Germany with the exclusion of the provisions of Private International Law and the United Nations Convention on Contracts for the International Sale of Goods. There is no entitlement to a credit, win or prize. Recourse to the courts is excluded as far as possible. As for the rest, Darmstadt/Germany is the exclusive place of jurisdiction for any claims or disputes arising out of or in connection with the "Gift Card Raffle" and/or these Terms and Conditions of Participation.

Dreieich, August 28th, 2015