

# Conditions of participation

As part of the INTECH 2023 in-house exhibition, TRUMPF SE + Co. KG (hereinafter referred to as "TRUMPF") is organising a competition (hereinafter referred to as "Promotion"). The following conditions of participation apply.

## Participation, procedure and termination of the promotion

Participation is possible for all TRUMPF customers from the age of 18 who have been contacted about INTECH. The promotion takes place from **20. February 2023** and ends on **03. March 2023** (hereinafter referred to as the "Promotion Period"). The winners will be determined on **03. March 2023** (hereinafter "date of investigation").

Employees of TRUMPF and companies affiliated with TRUMPF are excluded from participation.

The prerequisite for participation in the competition is the submission of a photo of a TRUMPF product (without personal reference, i.e. without recognizable persons), its name (machine type) and year of manufacture as well as the year since the participant uses the oldie by e-mail to [intech2023oldies@trumpf.com](mailto:intech2023oldies@trumpf.com).

TRUMPF is entitled to exclude individual participants from the promotion if there are justified reasons. A legitimate reason exists in particular in the event of violation of the conditions of participation, manipulation of the promotion or the provision of false data. In order to participate, it is necessary that all personal information is true.

TRUMPF reserves the right to terminate or interrupt the promotion at any time without notice. This applies in particular to such reasons that would disturb or prevent the planned course of the promotion. If such termination is caused by the conduct of a participant, TRUMPF shall be entitled to demand compensation from that person for the damage incurred. There are no costs for participation in the promotion.

## Competition

From all eligible participants who participate in the promotion period, twice 3 winners will be determined by ranking lists of the oldest products for the customer evening 22 March and 23 March independently of each other. They receive a personal appreciation on the customer evening by a member of the management, a bottle of champagne and a small award. The winners will be notified by e-mail and the sales force from **06. March** and will be notified **by 10. March** asked for feedback.

If the winner fails to respond, the claim to the prize expires.

All participants are responsible for the accuracy of their information. The claim to the prize expires if the winner cannot be contacted due to incorrect information.

A payment of the prizes in cash or in kind, their exchange or transfer to other persons is not possible.

Right to use the competition entries with name of the competition participants

For the purposes of reporting on the competition, the presentation of participant contributions and winners on [www.trumpf.com](http://www.trumpf.com) as well as the company's own magazines and social media channels, the participants grant TRUMPF the simple right, free of charge, without limitation in terms of time and location, to reproduce, distribute and make publicly accessible the participant contributions and names of the winners provided to us by them as part of the competition, while respecting the personal rights of the participants and to transfer the exercise of these rights to commissioned third parties. The statutory rights of revocation remain unaffected.

## Privacy

TRUMPF will collect, process and use the personal data provided by the participant exclusively for the execution of the campaign. In all other respects, the provisions of TRUMPF's data protection declaration shall apply.

[https://www.trumpf.com/de\\_INT/metanavigation/datenschutz/](https://www.trumpf.com/de_INT/metanavigation/datenschutz/)

## Limitation

TRUMPF shall only be liable - irrespective of the legal grounds - if damage was caused by culpable breach of an essential contractual obligation (cardinal obligation) in a manner endangering the achievement of the purpose of the contract or is due to intent or gross negligence. If TRUMPF is liable in accordance with the preceding paragraph for the breach of an essential contractual obligation without intent or gross negligence, liability shall be limited to the extent that TRUMPF typically had to expect at the time of conclusion of the contract due to the facts known at that time. The above limitations or exclusions of liability shall not apply in the event of culpable injury to life, limb or health, for liability claims under the Product Liability Act or in the event of a contractually agreed no-fault liability obligation or if the relevant circumstance giving rise to liability was fraudulently concealed. If termination of the promotion is caused by the conduct of a participant, TRUMPF is entitled to demand compensation from this person for the damage incurred.

## Final provisions

There is no legal claim to the prize. Legal recourse is excluded.

TRUMPF will assume any tax consequences in the event of a profit within the scope of Section 37b of the German Income Tax Act.

The legal relationship between TRUMPF and the participants is subject exclusively to the law of the Federal Republic of Germany. Unless otherwise stated, the place of performance for claims in connection with the competition is our registered office. The exclusive place of jurisdiction for all disputes arising from or in connection with the competition is our registered office.