

**Conditions of participation**  
**waterdrop® x Refurbed RAFFLE**

waterdrop® Microdrink GmbH, FROM 29th January 2025, 17:00 CET – TILL 12th February  
2025, 17:00 CET

**1 The Raffle**

The waterdrop® x Refurbed Raffle (the "Competition") is being organised by waterdrop® Microdrink GmbH, Erika Krenn Promenade 15, 1100 Wien, Österreich ("waterdrop®" or the "Promoter") during the following time period: FROM 29th January 2025, 17:00 CET – TILL 12th February 2025, 17:00 CET

(the "Competition Period"). The competition is organised via the social media platform "Instagram" ([www.instagram.com/waterdrop/](http://www.instagram.com/waterdrop/)) and "Facebook" (<https://www.facebook.com/>).

Participation is open to natural persons who are resident in the EU, Switzerland, the United Kingdom (collectively the "Participation Territory") at the time of the Competition, who are over 18 years of age, who have full legal capacity and who are not subject to any prohibition against participation in such competitions. Employees of waterdrop® (including its subsidiaries) and companies are excluded from participation.

It is also a prerequisite for participation in the competition that the participant has an active Instagram account in their name.

The organiser reserves the right to demand suitable evidence from participants regarding compliance with the eligibility and entry requirements and, in the event that this evidence cannot be provided, to exclude the concerned participant from participating in the competition.

Participation is voluntary and free. The participants only have to bear the costs associated with participation over the Internet (internet usage fee). The participation, as well as the chances of winning, are independent of the purchase of goods or the use of services provided by waterdrop®.

By participating in the competition, the participant accepts these conditions of participation and acknowledges, as well as agrees to the data protection declaration and privacy policies (see [www.waterdrop.com/pages/privacy-policy](http://www.waterdrop.com/pages/privacy-policy)). In addition, reference is made to the applicable terms of use of Meta Platforms Ireland Limited (available at

[www.facebook.com/ads/manage/audience\\_network/publisher\\_tos](https://www.facebook.com/ads/manage/audience_network/publisher_tos)), which also form the basis for participation in the competition.

The competition is not associated with, sponsored, endorsed or organised by Instagram in any way. All questions, comments and complaints should be directed to waterdrop®. By confirming the terms and conditions of entry, entrants acknowledge that they cannot acquire any claim against Instagram if they enter the competition.

## **2 Participation / Procedure**

In order to participate, the participant must fulfil the conditions stated in the competition - CONDITIONS for Instagram: like this post, tell us in the comments with this emoji '👊' if you need more energy in your sports routine—each comment counts as a new entry, Bonus

Entry: Share this post in your story to spread the energy!

- within the Competition Period.

In order to participate, the participant must fulfil the conditions stated in the competition - CONDITIONS for Facebook: tag a person who needs an energy boost - within the Competition Period.

Participation in the competition is permitted several times per participant during the participation period. Participation via competition services, automated mass participation procedures of third parties, via agencies or via other commercial providers is not permitted.

In the event of a breach of these conditions of participation, waterdrop® reserves the right to exclude the participant from the competition. In such cases, prizes may be subsequently disallowed and reclaimed.

Participation in the competition does not give any entitlement to a specific service by waterdrop® or to the prize.

By participating in the competition, the participant expressly agrees that their profile page will be linked to the campaign page and that they will be notified by DM of any prize. The privacy settings on their own profile will not be affected.

## **3 Determination of Winners**

After the end of the competition period, the winner will be drawn at random by waterdrop®.

The winner will be notified by waterdrop® via DM after the competition period.

Each participant hereby agrees that – in the event of their winning – their name will be published on waterdrop®'s Instagram page, with a link to their social media profile. The winner must confirm the prize by sending a reply to waterdrop®, stating their first name, last name and postal address, within 2 working days of receiving the prize message from waterdrop®. Failing to do so, they will forfeit their claim to the prize and a new winner will be drawn from the remaining finalists in the relevant entry period.

#### **4 Prize:**

The prize of the competition is a 1x Apple Watch + Better-For-You energy set, 9x Better-For-You energy sets (the "prize"). waterdrop® reserves the right to provide additional prizes for the purpose of participant incentives. Cash payment of winnings or any prize money is not possible.

The prize claim is non-transferable.

#### **5 Rights of Use**

In order to participate, the participant must fulfil the conditions stated in the competition during the competition period.

By participating in the raffle, the participant explicitly agrees that their information in connection with the raffle – until these terms and conditions are revoked – with or without mentioning the first name can be used, distributed and otherwise made publicly available to third parties by waterdrop® for the processing and presentation of the participants' posts in online media (especially Facebook, Instagram, Youtube or the own website), as well as in offline media (for example, in print, in relevant magazines, etc.).

If the participant revokes the aforementioned consent, the entitlement to participate in the competition automatically ceases. The participant does not incur any further disadvantages.

#### **6 Data protection / Consent to the Use of Personal Data**

In the event of winning, the participant must submit their first name, last name and email address. waterdrop® will use the name to be able to ensure a personal and professional care of their person. waterdrop® needs the address to be able to send the winner a possible prize or the prize, in case they are selected as the winner of this competition. Finally, the participant must provide waterdrop® with their date of birth because the participant must be at least 18 years old to participate.

By participating in the competition, the participant agrees that waterdrop® may process and use their personal data for the purpose of conducting the competition. By entering the competition, the participant agrees that waterdrop® may store and process their email address and first name. In the event that the participant is the winner, their surname and postal address will be additionally stored and processed for the purposes of the competition. The participant also agrees that the entry they send – if applicable, including their first name – may be published on waterdrop®'s Instagram company page, also for advertising and PR purposes. The participant may revoke their declaration of consent at any time with effect for the future to waterdrop® Microdrink GmbH, Erika Krenn Promenade 15, 1100 Wien, Austria or by email to [info@waterdrop.com](mailto:info@waterdrop.com). Special fees (beyond the regular transmission fees) do not apply in this case. Further participation in the competition will no longer be possible once the consent has been revoked.

The participant's data will only be forwarded to the shipping company commissioned with the delivery, insofar as this is necessary for the delivery of the prize. A transmission of the participant's personal data to other third parties or a use of their data for other advertising purposes without their consent, will not take place, unless waterdrop® is legally obliged to surrender data or are engaged by third parties obliged to enforce our claims to professional secrecy. waterdrop® uses the data provided for information and consulting of its own products. This includes sending offers, product news and invitations by email.

For more details on how waterdrop® processes and uses personal information during this competition, please visit: [www.waterdrop.com](http://www.waterdrop.com)

For further details regarding the processing and use of personal data when using the social networks "Facebook", please refer to the privacy policy of Facebook, currently available at [www.facebook.com/about/privacy](http://www.facebook.com/about/privacy).

## **7 Limitation of Liability**

All information provided by waterdrop®, in particular in connection with the publication of winners' names, etc. are without guarantee.

If claims are asserted by a winner in connection with the prizes received, they are to be directed against the manufacturer/dealer, supplier, tour operator or other service provider, in accordance with legal conditions. Should claims be made in this regard towards waterdrop®, they will be assigned to the respective winners.

waterdrop® is not liable for the availability of the action page on Instagram and online. In particular, waterdrop® shall not be liable for any damage which may be caused by errors, delays or interruptions in the transmission, in the event of disruption or deletion of data, viruses or in any other way when participating in the Sweepstakes, unless such damage is

caused by waterdrop® or coarse be caused by negligence. The liability for culpable injury to life, body or health remains unaffected.

### **8 Other**

The law of the Republic of Austria is applicable.

Should any of these conditions be or become invalid, the validity of the remaining conditions of participation remains unaffected.

waterdrop® may change, suspend or terminate the competition at any time, to the extent necessary due to circumstances beyond its control or to ensure proper performance of the competition.

There is no right of appeal.

Effective: 29.01.2025