

Terms and Conditions for Participating in the Bundesliga – AHK Event “Bundesliga Penalty Shoot-Out”

No purchase or payment of any kind is necessary to enter or win. A purchase will not improve the chances of winning. Only valid in the Socialist Republic of Vietnam. Void where prohibited.

1. Contest

1.1 DFL Deutsche Fußball Liga GmbH, Guiolettstraße 44-46, , D-60325 Frankfurt, Germany, ("**Bundesliga**") and the DIHK International Service Co., Ltd., Deutsches Haus, 4th Floor, 33 Le Duan Blvd., District 1, Ho Chi Minh City, Vietnam ("**AHK Vietnam**") conduct a penalty shout-out event to build up the excitement for the match between Schalke 04 and Borussia Dortmund on 26. October 2019, 10:00 AM (Indochina Time Zone) until 07:00 PM (Indochina Time Zone) at the Deutsches Haus in Ho Chi Minh City, Vietnam ("**Contest**"). The participation in the Contest and how it is conducted are governed by these Terms and Conditions ("**Ts&Cs**") which the participant ("**User**") recognizes as binding upon the User by participating in the Contest.

1.2 Participation in the Contest requires a pre-registration only via the official Facebook event page. Pre-registration is possible from 1 October 2019, 2:00 PM (Indochina Time Zone) until 15 October 2019, 11:59 AM (Indochina Time Zone). Any pre-registrations received for participation outside of the aforementioned time span will not be considered.

1.3 Pre-registration is possible by nominating a team of five players, provide additional personal data (name, contact details, citizen ID, birthdate) of each player and including a creative presentation of themselves to show the enthusiasm for the German Bundesliga in forms of pictures, videos, blogs, vlogs etc. which should outline why this team wants to travel to Germany and enjoy a Bundesliga match.

1.4 On or about 16 October 2019, an independent committee will pre-select 25 entries which stand out comparing to other entries, means they are particularly interesting, original and/or creative. Every member of this independent committee will then collect the 18 teams participating in the Contest by awarding points from 1 to 25 to these pre-selected entries. The points of all committee members will be added up. The 18 teams with the most number of points will be selected to participate in the “Bundesliga Penalty Shoot-out”.

1.5 Until 17 October 2019 the 18 selected teams will be notified by the AHK by direct message and e-mail through the respective social media platform or notified in the Event post on the respective Facebook Event page and asked to contact AHK Vietnam. The 18 selected teams required to contact AHK Vietnam by 21 October 2019, 11:59PM (Indochina Time Zone). If teams do not do so within the respective period of time after the notification has been sent, their place in the Contest will be forfeited and an alternate team will be selected in accordance with Clause 1.4.

1.6 The 18 selected teams which contacted AHK Vietnam, in accordance with Clause 1.5, will be required to report at the event venue at the Deutsches Haus in Ho Chi Minh City, Vietnam on 26. October 2019, 09:30 AM (Indochina Time Zone).

Each team will be randomly assigned a Bundesliga Club jersey on a first come first serve basis.

1.7 The format of the penalty-shootout tournament is as follows: **The 18 teams will be divided into 4 groups competing against each other in a round-robin format,** in accordance with Clause

1.8. The top 2 teams of each group will advance to the quarter-finals. The winner(s) of the quarter-finals will proceed to the semi-finals. The winner(s) of the semi-finals will proceed to the final.

1.8 During the round-robin stage of the Contest, each team member will be given 3 attempts on goal. From the quarter-finals onwards, each team member will be given 5 attempts on goal. Each successful attempt will be awarded 1 point. The team with the higher number of points will be declared the winner for that round. In the event that both teams are tied on number of points, sudden death occurs. In sudden death, teams take one penalty each to determine the winner. If both teams score or miss, then they take one more shot and carry on like this till, one team scores and one team misses.

1.9 The 18 participating teams will be eligible to win one of the following 3 prizes:

- 1st prize (top prize): Winning team of 5 persons to receive a 'once in a lifetime' trip to Germany to enjoy a Bundesliga match in the season 2019/2020 (including travel from a major airport near the winner team's residence to Germany, hotel accommodation for 2 nights and reasonable catering, as well as local and ground transportation in Germany from/to the airport, the hotel, the stadium and during other activities organized by DFL around the Bundesliga match visit), (value of each prize: ca. VND 51,000,000)
- 2nd to 3rd prize: for each member of these winner teams, one unsigned jersey of the clubs of the Bundesliga, one Derbystar mini-ball, one Bundesliga duffel bag and one Bundesliga sports bag (value of each prize in total: ca. VND 3,000,000)
- 4th to 18th prize: for each member of these winner teams, one unsigned jersey of the clubs of the Bundesliga and one Bundesliga sports bag (value of each prize: ca. VND 2,000,000)

2. Authorization to participate and win, country

2.1 Only individuals who are permanent residents and legal nationals of the Socialist Republic of Vietnam and have reached the age of maturity (age of 18) are entitled to participate in the Contest.

2.2 Participation in the Contest is free of charge.

2.3 The User is responsible for the observation of Facebook's guidelines and rules which are applicable on the User.

2.4 Any false or fake personal information provided by the User authorizes DFL and AHK Vietnam to exclude him or her from the Contest.

Users who secure an illegal advantage over other Users or whose entries contain immoral, slanderous, discriminatory, disgusting or other illegal material or which show or call for illegal activities or appear to conflict with Facebook's terms of use will also be excluded from the Contest.

Automatic computer-generated entries, multiple entries or entries with more than one Facebook account are not permissible and will not be considered.

Employees of DFL and AHK Vietnam and companies affiliated with DFL within the meaning of §§ 15 et seq. German Stock Corporations Act (*Aktiengesetz*, "AktG") and DFL Foundation, employees of licensees, partners and sponsors, contractual partners of DFL, as well as the respective relatives of these employees are excluded from participation.

DFL can demand return of a prize that has already been granted in all the above-mentioned situations.

3. Prize notification

3.1 Prizes are limited to one prize per winning team member.

3.2 The claim for the top prize is lost if the top prize cannot be redeemed until the end of the Bundesliga season 2019/2020 due to reasons which lie solely in the persons of the winners of the top prize or in his/her area of responsibility.

3.3 DFL will give its best effort to realize the visit of a match of the top prize winner team's favorite Bundesliga club. However, there is no claim for the visit of a certain Bundesliga match and/or a match of a certain Bundesliga club. The final choice of the Bundesliga match and club is based on ticket availability on behalf of DFL.

3.4 The claim for the prizes is not transferrable. A cash payout or payout with physical items is excluded.

3.5 The travel included in the top prize must begin and end at the same major airport. The top prize winner team is solely responsible for the charge and security of ground transportation to/from the major airport at point of origin. The airline will be selected at the sole discretion of DFL. Once the tickets have been issued, any change fee must be paid by the top prize winner team if they wish to change flights or dates of travel.

3.6 All other expenses and any incidental costs which are not expressly indicated in these Ts&Cs have to be borne by the top prize winner team, especially but not limited to local and ground transportation from/to the major airport near the top prize winner team's residence, telephone/internet, additional food, room-services charges, parking fees, insurances, visa and gratuities.

3.7 All members of the top prize winner team are solely responsible for having any necessary travel documents (e.g. passport, visa etc.).

3.8 If the winning team refuses the prize or if two (2) members of the winning team do not provide the DFL with the necessary travelling documents (visa, passport) within four (4) weeks before the starting point of the trip to Germany, then such winning team forfeits the prize in its entirety. An alternate potential winner may then, in DFL's sole discretion, be selected.

3.9 All taxes in relation with a prize must be borne by the respective winner.

4. Data protection, visual and audiovisual recordings

4.1 In order to gain the chance to participate in the Contest, the User must pre-register via the official Facebook event page and provide additional personal data (name, address, contact details, citizen ID, birthdate) of him/her and the further team members. The legal basis for processing is Art. 6 para. 1 b) of the European General Data Protection Regulation ("GDPR"). The registering User must ensure that the provisions of these Ts&Cs and the data privacy information is forwarded to the further team members.

4.2 In the event that it is necessary to redeem a prize, DFL may ask the respective winner for additional contact information (e.g. postal address). In the event that a prize is redeemed through retailers or other providers, such as FOXSports, DFL is entitled to share the contact data of the respective winner with the respective retailer or provider so that they can contact the respective winner. The legal basis for processing is Art. 6 para. 1 b) GDPR.

4.3 DFL, FOXSports or a third party named by DFL will produce visual and/or audiovisual recordings of the top prize winner team while redeeming the prize with regard to DFL's and FOXSports legitimate interests to promote the Contest and the Bundesliga and to present interesting media content to its users. The members of the top prize winner team grant to Bundesliga the exclusive right to exploit these recordings commercially and for non-commercial purposes without any restriction in time and territory either by itself or through licensees and partners of the Bundesliga (i.e. cooperation, media and marketing partners), as well as the clubs of the Bundesliga and Bundesliga 2. The exploitation can take place in every physical form (especially production and dissemination of all digital and analogue media formats) and every non-physical form (especially broadcast, public communication or accessibility, for example, as download or streaming) in all media and on all platforms. The use is expressly limited in content to showing the members of the top prize winner team in this capacity. The legal basis for processing is Art. 6 para. 1 f) GDPR.

4.4 DFL will observe all legal provisions on data protection and data safety. All data provided by the User by pre-registering and participating in the Contest will be solely collected, processed and stored for the conduction of the pre-registration and the Contest and deleted afterwards, unless it has been publicly published in accordance with these Ts&Cs, especially with Clause 4.1 and Clause 4.3, or that DFL is legally required or entitled to further store the respective information.

4.5 The controller of personal data processed according to these Ts&Cs is DFL. The further data protection provisions including the rights of the User and the contact data of DFL's data protection officer can be found in the privacy statement under the following link [>>>](#)

5. Warranty and liability

The following provisions apply for warranty and liability of DFL and AHK Vietnam for the Contest provided free of charge, regardless of the legal basis:

5.1 The liability of DFL and AHK Vietnam are limited in amount to the harm typically foreseeable when concluding the contract in the case of minor negligent violation of primary duties [*Kardinalpflichten*] (i.e. material duties which must be fulfilled by DFL and/or AHK Vietnam and which are of major importance for achieving the purpose of the Contest or which must be complied with by DFL and/or AHK Vietnam and which, if violated, can result in endangering achievement of the purpose of the contract). DFL and AHK Vietnam are not liable for minor negligent violation of other duties.

5.2 DFL and AHK Vietnam assume no warranty for defects in substance and/or defects in title with regard to the prizes. The respective winner can only assert warranty claims against the respective supplier. If a prize is provided by a partner, DFL and AHK Vietnam are also not liable for any insolvency of this partner and the consequences of insolvency. Exclusion of the above liability for defects in substance and/or defects in title on the part of DFL and AHK Vietnam does not apply if the defect in title or in the item was fraudulently not disclosed by the Bundesliga.

5.3 The above limits and exclusions on liability and warranties do not apply in cases in which liability is mandated by law, especially in the case of culpable injury to life, physical integrity and health or claims under the German Product Liability Act [*Produkthaftungsgesetz*]. To the extent that the liability of DFL and AHK Vietnam is excluded or limited, this also applies for the personal liability of corporate bodies, employees, representatives and agents.

6. Other provisions

6.1 DFL and AHK Vietnam reserve the right to interrupt or shut down the pre-registration and/or the Contest at any time without stating reasons. Especially reasons involving technology and/or legal matters, as a result of which the pre-registration and/or the Contest can no longer be properly conducted, can be the basis for the end of the pre-registration and/or Contest.

6.2 The Contest is not connected to Facebook and is not sponsored, supported or organized in any way by Facebook. Facebook is not the contact person for the Contest. Questions regarding the Contest have only be addressed to DFL at info@bundesliga.com.

6.3 Legal recourse is excluded. Only the law of the Federal Republic of Germany applies.

6.4 Place of performance for the Contest is the registered office of DFL.