



## Conditions of Participation “#PVPioneers Contest”

The following conditions apply:

### 1. Organizer

The contest is organized by Social Web Sherpas GmbH, Dresdner Strasse 172 C, 01705 Freital, (Social Web Sherpas), on behalf of SMA Solar Technology AG, Sonnenallee 1, 34266 Niestetal, (SMA).

### 2. Conditions of participation in the contest

The contest will take place from October 6, 2020 to December 31, 2020, 11:59 p.m. on

- a. Facebook, LinkedIn, Instagram & Twitter (**Fehler! Linkreferenz ungültig.** and
- b. the forum [www.photovoltaikforum.com](http://www.photovoltaikforum.com), on [sma.de](http://sma.de), [www.sunnyportal.com](http://www.sunnyportal.com) and through SMA's own newsletter.

To be eligible to take part in the contest, the participant must

- a. publicly post a photo of his or her SMA inverter, stating the inverter's age, using the hashtag #PVPioneers on Facebook/LinkedIn/Twitter/Instagram.
- b. send a photo of his or her SMA inverter, stating the inverter's age, by email to the given email to [PVPioneers@SMA.de](mailto:PVPioneers@SMA.de) or postal address (Social Web Sherpas GmbH, Dresdner Straße 172 C, 01705 Freital, Germany).

The SMA inverter shown in the photo must be at least 15 years old, i.e. it must have been produced in 2005 or earlier. Submissions must not contain any immoral, libelous, discriminatory or offensive content, or mention or incite illegal activities. Participants whose submissions contain such content will be disqualified.

Persons residing in Germany, Austria, Switzerland, Belgium, the Netherlands, Luxembourg, France, Italy, the U.S. or Australia over the age of 18 are eligible to take part in the prize draw. Employees of SMA or its subsidiaries, or employees of partners previously or currently involved in designing or carrying out the contest are not eligible to take part.

Fifteen sets containing the following products will be given away among all participants:

- 1 x SunnyBAG Iconic Solar backpack with integrated 7 watt solar panel
- 1 x Garmin Instinct Solar waterproof GPS smartwatch with solar charging function
- 1 x X-DRAGON 40 W 18 V solar charger
- 1 x Globalink LED collapsible camping light

The judge's decision is final. If one of the above products is unavailable, SMA is entitled to replace this with another product of equivalent value.



Commercial participation or participation arranged by third parties (for example, contest services, intermediaries or search engines) is prohibited. Repeat participation (for example, with different email addresses) or participation with a fake identity or the identities of third persons is not permitted.

Under certain circumstances, participants may have to prove their eligibility to participate in the contest. If participants do not prove their eligibility by the deadline set by Social Web Sherpas, Social Web Sherpas reserves the right to exclude the participant from participation.

### **3. Rights**

By taking part, the participant grants SMA the non-exclusive right, free of charge, to further use and publish the image and any texts that the participant has published or sent to SMA in conjunction with the contest.

By taking part, the participant confirms that he/she holds all rights to the image/text posted, or that he/she is permitted to post them for the contest. If there are any third-party rights, the participant confirms that he/she was granted all rights for participation in this contest.

If one or more people are recognizably pictured in the image, the persons concerned, or their guardians if they are minors, must consent to the use and publication of the images.

The same applies if the photo was taken by another person; that person must also give their consent.

Therefore, the use of third-party images from the Internet – without the rights holder's consent – is not permitted.

By taking part, the participant confirms that he/she has the corresponding declarations of consent and can produce these in writing if necessary. If, contrary to the above confirmations of the participant, third-party rights are violated by the publication of the photo, the participant indemnifies SMA against all costs in the event of breaches, including in particular payment of damages to the injured party.

### **4. Selection and notification of winners**

Winners will be selected by a jury and, within no more than 10 days after the close of the contest,

- a) notified by private message or comment on Facebook, LinkedIn, Instagram or Twitter, and requested to send SMA their first and last names and address by private message on Facebook, LinkedIn, Instagram or Twitter.
- b) notified by email and requested to send SMA their first and last names and address by email.

If the contact information are not sent within 7 days of the winner being notified, Social Web Sherpas can notify the winner in writing of a deadline of a further 7 days. If the contact information are not sent by the deadline set by Social Web Sherpas, the winner's claim to the prize will expire.

If it is not possible to notify the winner, Social Web Sherpas is under no obligation to investigate further; in such event there is no claim to the prize.



## **5. Exclusion of participants**

Social Web Sherpas reserves the right to exclude participants who provide false or incomplete information, use unfair aids that suggest manipulation or otherwise violate the conditions of participation from participating without stating its grounds.

This applies in particular if the participant, contrary to Section 3, cannot prove the consent of third parties who hold the rights to the image submitted.

If the criteria for exclusion are satisfied, prizes can be subsequently denied, or the return of prizes already paid or delivered can be demanded.

Social Web Sherpas reserves the right to request a statement from the participant if it suspects grounds for exclusion. If the participant does not provide a statement by the deadline set by Social Web Sherpas, Social Web Sherpas reserves the right to exclude the participant from participation.

Other grounds for exclusion are detailed in Sections 2 and 4.

## **6. Non-delivery of prize**

If it is not possible to deliver the prize to a winner (for example, because the claim to the prize is void on the basis of the conditions of participation or the winner does not accept the prize), at its own discretion and in consultation with SMA, Social Web Sherpas can decide what to do with the prize (for example, whether the prize should be awarded to participants who did not win in line with the conditions of participation or whether it should not be awarded).

## **7. Data protection**

The controller under data protection law for all data collected, processed and used in conjunction with the contest is SMA. SMA has engaged Social Web Sherpas for the collection, processing and use of personal data.

SMA will use the participants' data only to the extent permitted by law or consented to by participants.

The following participant data will be collected by the organizer and used to design, carry out and complete the contest: Facebook user ID, participant's name, address, email address. Participant data will be erased after the contest is over and the prizes have been successfully distributed.

Our website is embedding social media plugins or widgets which are provided by Walls.io. When loading these widgets, your IP-address and cookie information is transferred to Walls.io. Walls.io is operated by "Walls.io GmbH, based in Vienna, Austria.

## **8. Disclaimer**

Social Web Sherpas accepts no responsibility for loss of data, including in particular loss of data occurring in data transmission or due to technical defects, or for lost, damaged or late submissions due to network, hardware or software problems.

Any warranty claims on the part of winners are excluded.



## **9. Amendment/cancellation of contest**

In consultation with SMA, Social Web Sherpas reserves the right to amend or cancel the contest due to unforeseen circumstances.

In particular, in consultation with SMA, Social Web Sherpas is entitled to halt, cancel or suspend the contest if:

- an attempted abuse by manipulation is found; or
- the terms and conditions of use of Facebook/LinkedIn/Instagram/Twitter are altered while the contest is ongoing with the result that the contest can no longer be carried out in accordance with the applicable provisions of Facebook/LinkedIn/Instagram/Twitter, or if the contest is stopped by Facebook/LinkedIn/Instagram/Twitter on any grounds; or
- the proper performance of the contest is no longer assured, in particular due to hardware or software failure, program errors, computer viruses, unauthorized intervention by third parties or mechanical, technical or legal problems.

## **10. Invalidity of individual clauses**

If a clause of these conditions is void, this does not affect the validity of the other conditions.

## **11. Transfer, cash alternative, appeal**

No cash alternative will be offered. All prizes are non-transferable. The judge's decision is final.