

Terms of Participation of the Online Prize Draw “A Decade of Secure Messaging”

1. Prize Draw and Organizer

The Organizer of the online prize draw “A Decade of Secure Messaging” (hereinafter the “**Prize Draw**”) is Threema GmbH, CHE-221.440.104, Churerstrasse 82, 8808 Pfäffikon SZ (hereinafter “**Organizer**”). Participation in the Prize Draw is governed exclusively by the following “**Terms of Participation.**”

2. Participation

- 2.1 Only persons who are entered in a cantonal commercial registry in Switzerland or an equivalent authority abroad are eligible to participate in the Prize Draw.
- 2.2 In particular, the following persons are excluded from participating in the Prize Draw:
 - Persons with active licenses of the Organizer’s product “**Threema Work**” (existing customers); and
 - Persons without an entry in the commercial registry (consumers).
- 2.3 Participation in the Prize Draw is only possible in the period from February 22, 2023, to March 22, 2023.
- 2.4 Participation in the Prize Draw is free of charge.
- 2.5 Participation in the Prize Draw takes place via the website <https://threema.ch/en/work/prize-draw> (hereinafter “**Website**”).
- 2.6 Any person wishing to participate in the Prize Draw must register online on the Website using an online form. Registration requires the complete and truthful provision of all the data requested:
 - Company name
 - First and last name of the contact person
 - Industry sector
 - Number of licenses needed
 - Email address
 - Phone number
- 2.7 Only fully completed registrations will be entered into the Prize Draw. Incorrect or incomplete registrations will result in disqualification from the Prize Draw. The Organizer may not be held responsible for late and/or incomplete entries.

3. Performance and Execution

3.1 The following prizes will be awarded among all completed registrations:

- Ten (10) free Threema Work subscriptions (service level: Professional) with a subscription term of six (6) months

The number of free Threema Work licenses (Professional) in a subscription is determined by the entry of the respective winner in the “Number of licenses needed” field during registration. A subsequent increase is subject to a fee.

After the free subscription term of six (6) months, any further use of Threema Work will be subject to a license fee. The winner will be notified ten (10) days before the expiry of their free Threema Work licenses and will be given the opportunity to extend the subscription term, optionally with a different service level. An automatic renewal of the subscription term will not take place.

3.2 The winners will be notified by email no later than one (1) month after the closing date for participation in accordance with Clause 2.3 hereinabove. A winner must confirm receipt of the notification and claim of the prize within one (1) month to the contact addresses stated in the notification; otherwise, the claim to the prize lapses, and it will be awarded to another participant in the Prize Draw.

3.3 The claim to the prize will also lapse if the winner is unable to activate the Threema Work licenses they have won within one (1) month of the first notification of the prize in accordance with Clause 3.2 hereinabove for reasons attributable to the winner.

3.4 The claim to the prize may not be assigned or transferred. The prize may not be paid out, added to, or changed. If the prize is not available for any reason whatsoever, the Organizer reserves the right to award a substitute prize of equal value.

4. Exclusion from Participation

- 4.1 In the event of a breach of the Terms of Participation, the Organizer reserves the right to exclude participants from the Prize Draw.
- 4.2 Furthermore, the Organizer reserves the right to exclude participants who use unfair means or otherwise obtain advantages through manipulation, in particular through multiple registrations. Furthermore, untrue information provided during registration and the use of “fake profiles” may lead to exclusion. In such cases, prizes may also be subsequently revoked and/or reclaimed.

5. Premature Termination or Cancellation of the Prize Draw

The Organizer is entitled to prematurely terminate, suspend, or modify the Prize Draw if unforeseen circumstances beyond the Organizer’s control occur which make the original performance more difficult or unreasonable for the Organizer. This includes in particular, but is not limited to, the unauthorized intervention of third parties, technical problems with the hardware or software that are beyond the control of the Organizer, as well as legal violations that are directly related to the performance of the Prize Draw, in particular manipulative intervention in the course of the Prize Draw.

6. Data Protection

- 6.1 The Organizer collects and uses the personal data of the participants exclusively within the legally permissible scope for the purpose of carrying out the Prize Draw.
- 6.2 The personal data of the participants is collected via the online form on the Website in accordance with Clause 2.6 hereinabove.
- 6.3 By sending the completed registration, the participant gives the Organizer their consent to the processing of the personal data entered by them for the purpose of carrying out the Prize Draw.
- 6.4 Upon conclusion of the Prize Draw, the personal data of participants who are not among the winners will be deleted immediately. The personal data of winners will be further processed in the context of the awarding and subsequent use of the Threema Work licenses.
- 6.5 If a participant has also subscribed to the Organizer’s newsletter as part of the registration process, the details entered by the participant regarding the company name, first and last name of the contact person, email address, and phone number will continue to be processed for the purpose of sending the newsletter beyond the conclusion of the Prize Draw, irrespective of Clause 4.4 hereinabove, until the participant’s consent is withdrawn. The participant may withdraw their consent at any time.

7. Liability of the Organizer

The following exclusions and limitations of liability apply to the Organizer's liability for damages, irrespective of the other legal requirements for such claims:

- 7.1 The Organizer is only liable for intent and gross negligence, but not for slight negligence.
- 7.2 This limitation of liability or exclusion of liability on the part of the Organizer also applies to the personal liability of representatives and vicarious agents of the Organizer and its employees.

8. Final Provisions

- 8.1 Legal recourse is excluded.
- 8.2 Should individual provisions of these Terms of Participation be or become invalid, the validity of the remaining terms shall remain unaffected.
- 8.3 If the interpretation of the German and the English wording of these Terms of Participation differ, the German version will, in case of doubt, prevail.
- 8.4 The Prize Draw is governed by Swiss law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG).