

Hike across the Alps Prize Draw 2024

1. Prize Draw

These Terms and Conditions apply to the "Hike across the Alps 2024" Prize Draw (hereinafter "Prize Draw"). The Prize Draw has been organised by Jack Wolfskin Ausrüstung für Draussen GmbH & Co. KGaA, Jack Wolfskin Kreisel 1, D-65510, email info@jack-wolfskin.com (hereinafter "Jack Wolfskin"). By taking part in the Prize Draw, you accept the terms and conditions of entry.

2. Prize

Two places on the customised trip "Hike across the Alps, from Königssee to Drei Zinnen, with all the comforts of a hotel" (<https://www.asi-reisen.de/r/2demuc01>), including 6 nights accommodation, 6x breakfasts and 3x evening meals, organised by ASI Reisen, and worth at least a gross sum of GBP 2,200 (hereinafter referred to as "Prize") will be drawn from all eligible entries. Processing of the travel booking will take place directly between the winner and ASI Reisen. The available dates of travel (between June and September 2024), can be found here: <https://www.asi-reisen.de/r/2demuc01>. The winner can book direct, depending on available dates, as stated above. Jack Wolfskin will send the winner of the Prize Draw detailed information about the booking at the same time as the winner is notified. To clarify, please be aware that Jack Wolfskin merely acts as a broker for the contract with the tour operator; Jack Wolfskin is not acting as the tour operator. The terms and conditions of the tour operator shall apply for the travel booking. Jack Wolfskin reserves the right to substitute the prize with one with a similar purpose and of the same value if, contrary to expectations, the intended prize becomes unavailable.

During your trip, the house rules of the accommodation provider and any instructions given by the tour operator's staff or other security personnel must be observed. The house rules of the accommodation provided shall be deemed to have been accepted by the winner of the Prize and accompanying person upon commencement of the trip or check-in at the said accommodation. The winner may only undertake the trip if their overall health and general condition are appropriate and they are suitably confident that their physical condition is sufficient to undertake the trip. Additional costs incurred by the winner in connection with taking part in the described journey, (e.g. travel to/from starting point/final destination, cable car journeys) or during the stay (e.g. travel insurance, any additional subsistence - food and beverage - over and above that which has been stated above, and out-of-pocket expenses) are to be borne by the individual. These will not be reimbursed by Jack Wolfskin, insofar as they exceed the declared content of the Prize.

3. Participation

Any person, who has permanent residence in one of the following countries (Germany, Austria or Switzerland), is at least 18 years old and has a Jack Wolfskin loyalty account or registers for a Jack Wolfskin loyalty account in order to enter the Prize Draw, may take part. If a participant is restricted in their legal capacity, the consent of their legal representative is required. Participants may only take part on their own behalf. Persons involved in the concept or implementation of the Prize Draw, staff and vicarious agents of Jack Wolfskin or Jack Wolfskin Stores, are excluded from taking part. Each participant may take part in the Prize Draw only once. Automated entries, multiple entries, or those containing details that are either false, invalid or do not reflect the truth, may result in being excluded from the Prize Draw at any time. Jack Wolfskin reserves the right to exclude persons from taking part who breach the terms and conditions of entry or who find or attempt to find a way to gain an advantage over other participants, either through undue influence or by manipulating the Prize Draw.

¹ For reasons of better readability, the simultaneous use of the language forms male, female and diverse (m/f/d) is omitted. All personal designations apply equally to all genders.

Where the excluded participant was the winner of the Prize Draw, the Prize may subsequently be cancelled; if the individual has already been notified that they have won the Prize Draw, Jack Wolfskin may reclaim the Prize. The purchase of Jack Wolfskin goods is not required in order to take part in the Prize Draw or to increase one's chances of winning. Entry in the Prize Draw is subject to registration of a Jack Wolfskin loyalty account or in conjunction with registering for a Jack Wolfskin loyalty account.

4. Details of the Prize Draw

The Participation Period for the Prize Draw begins at 00:00 hours (CET) on 21.03.2024 and ends at 23:59 hours (CET) on 28.04.2024 (hereinafter: "Participation Period"). Participation is only possible during this period. Entries that are submitted after the end of the Participation Period, are immediately disqualified. A Jack Wolfskin loyalty account is a prerequisite for eligibility to take part in the Prize Draw. If the individual does not have a Jack Wolfskin loyalty account, they should register for such an account before entering the Prize Draw. Please apply to: www.jack-wolfskin.de/alpine-crossing/ (or www.jack-wolfskin.at/alpine-crossing/ or www.jack-wolfskin.ch/alpine-crossing/). By submitting the entry form, with acceptance of the terms and conditions of entry, the participant is entered into the Prize Draw. Jack Wolfskin will draw a winner from all entries.

5. Rules

A jury, consisting of two persons from Jack Wolfskin's marketing team, will draw the winner from all valid entries. No legal recourse is permitted with regards to the determination of the winner. Jack Wolfskin will notify the winner by email within four (4) weeks of the end of the Participation Period. The participant expressly consents to being notified of the winning of the Prize Draw. In the aforementioned email Jack Wolfskin will also include the instructions on how to proceed and progress the Prize. The winner hereby undertakes to respond to the notification, sent by Jack Wolfskin, of having won the Prize Draw, within four (4) weeks of receiving notification. Otherwise the right to the Prize shall lapse. The winner's right to the Prize also lapses if the email notification does not reach the recipient within four (4) weeks of initial notification of the win for reasons directly related to the winner. The Prize will be handed over exclusively to the participant who has won the Prize Draw (i.e. non-transferable). The Prize cannot be changed or returned for an alternative, and a cash alternative is not permitted. Additional costs associated with claiming the Prize shall be borne by the winner. Rights, other than those specified in these conditions of participation, cannot be derived from the Prize Draw.

6. Liability

Jack Wolfskin is only liable – irrespective of whatever legal grounds – in cases where Jack Wolfskin is responsible for a breach of duty, of which the fulfilment is possible within the proper organisation of the Prize Draw, of which a breach jeopardises the achievement of the aim of the Prize Draw or on the fulfilment of which the participant/winner regularly relies (major obligation). In this case, Jack Wolfskin's liability is limited to damages which are foreseeable and typical of this type of contract. Jack Wolfskin shall not be deemed liable for technical faults or other problems that arise in connection with organising and carrying out this Prize Draw.

Jack Wolfskin's liability is limited to a maximum of GBP 2,200 (gross) with the exception of liability with intent and gross negligence.

With the exception of intent, gross negligence, injury to life, body or health, liability for consequential and indirect damage is excluded. Liability is also excluded if damage that is not typical or unforeseeable has occurred in connection with essential contractual obligations or if non-essential contractual obligations are affected.

6.a Additional exemption of liability concerning travel issues

Where the Prize is a trip for which Jack Wolfskin is exceptionally to be regarded as the tour operator, and the winner of the Prize Draw has actually rendered counterperformance, the following shall apply in addition to 6 above:

Jack Wolfskin's legal liability for damages that are not physically injuries is limited to three times the travel price,

- where damages to the participant is not caused intentionally, as a result of gross negligence on behalf of the (tour) operator, or
- where the (tour) operator is responsible for the damage incurred by the traveller solely due to a fault on behalf of a service provider (e.g. airline, hotel).

Jack Wolfskin is not liable for disruptions to services, damage to persons or things related to services that have merely been brokered as third-party services if these services are clearly not part of the (tour) operator's services for the traveller. This shall not apply where damages incurred by the traveller are caused by a breach in the duty by the (tour) operator to provide information, clarification or organisation.

Jack Wolfskin is not liable concerning travel issues where Jack Wolfskin is not the (tour) operator and has, therefore, not compiled a package of travel services. Instead, Jack Wolfskin has merely concluded a contract with a third party tour operator or where the winner does not provide an essential service in order to be entered in the Prize Draw.

7. Cancellation of or amendment to the Prize Draw

Jack Wolfskin retains the right to terminate, modify or postpone the Prize Draw at any time and without prior notice if it should turn out that proper execution of the Prize Draw cannot be guaranteed for factual or legal reasons. In this case, Jack Wolfskin excludes any liability or other claims for compensation. Jack Wolfskin is, above all, entitled to change, discontinue, cancel or suspend the Prize Draw if the Prize Draw being carried out properly cannot be ensured (especially if there is a hardware or software outage, program errors, computer viruses or any unauthorised interventions by third parties as well as mechanical, technical or legal issues).

8. Data protection

JACK WOLFSKIN Ausrüstung für Draussen GmbH & Co. KGaA, Jack Wolfskin Kreisel 1, 65510 Idstein, Germany, is responsible for processing personal data associated with this Prize Draw. Participation in and the proper organisation of the Prize Draw require that personal data be processed.

The organisation of the Prize Draw requires that the participant's gender, first name, surname, email address and Jack Wolfskin loyalty number are recorded and stored.

The winner's name and email address will be passed on to ASI Reisen to redeem the Prize. No other personal data will be transferred to third parties.

In the event that the participant still does not have a Jack Wolfskin loyalty account, the data shall be used to create a new Jack Wolfskin loyalty account.

The legal basis for processing the participants' personal data complies with Art. 6 (1) b GDPR (implementing initial measures and fulfilling a contract).

Storage of data:

Once the Prize Draw is over, any personal data that has been processed as part of the Prize Draw will be erased no later than three months after the end of the Prize Draw Participation Period, unless the participant has expressly consented to further processing (e.g. receiving the newsletter/Jack Wolfskin loyalty account) and/or Jack Wolfskin has no legitimate interest in continuing to store the personal data.

The applicable data privacy law grants the person in question the following rights**Right of data access (Art. 15 GDPR):**

The data subjects have, in particular, the right to information about their personal data processed by Jack Wolfskin, the purposes behind processing the personal data, the categories of the processed data, the recipients or the categories of recipients, to who(m) their personal data have been sent, the planned storage duration or the criteria for determining the storage period, the existence of the right to rectification, erasure, restriction of the processing, revocation against the processing, complaint to a supervisory authority, origin of their data if not collected by Jack Wolfskin, the existence of automated decision-making, including profiling and, where applicable, meaningful information about the logic involved and the extent of such processing on the data subject as well as the right to information concerning appropriate safeguards in line with Art. 46 GDPR if the personal data is transferred to third countries;

Right to rectification (Art. 16 GDPR):

The data subjects have the right to rectification of the personal data, without undue delay, concerning inaccurate personal data and/or completion of incomplete personal data stored by Jack Wolfskin;

Right to erasure (Art. 17 GDPR):

The data subjects have the right to request that their personal data be erased where the provisions governing Article 17 (1) GDPR are met. However, this right shall not apply, in particular, if the processing is necessary for expressing the right of freedom of expression and information, for compliance with legal obligation, for reasons of public interest or to assert, exercise or defend legal claims;

Right to the restriction of processing (Art.18 GDPR)

The data subjects have the right to request that the processing of their personal data be restricted until the accuracy of their personal data, which they dispute, is verified, if they refuse that their data be deleted due to unauthorised data processing and request, instead, that the processing of their data be restricted, if they change their personal data in order to assert, exercise or defend legal claims after Jack Wolfskin no longer requires these data in order to achieve its purpose, or if the persons in question have lodged an objection for reasons of their own particular situation, as long as it is not yet clear whether legitimate grounds prevail;

Notification obligation (Art. 15 GDPR):

The participants may assert their right against the body responsible to have their personal data rectified, erased or the processing restricted. The latter undertakes to notify all recipients to who(m) the personal data concerning the persons in question have been disclosed of this correction, deletion or limitation of processing, unless this proves impossible or involves disproportionate effort. You have the right to be told about these recipients.

Right to data portability (Art. 20 GDPR):

The participants have the right to receive the personal data that they have given Jack Wolfskin in a structured, commonly used and machine-readable format or to request that these data be transmitted to another controller, provided that this is technically feasible;

Right to withdraw consent in accordance with Art. 7 (3) GDPR:

The participants have the right to withdraw their consent, at any time, to having their personal data processed with effect thereafter. Where consent has been withdrawn, the personal data in question must be erased, without undue delay, unless further processing is based on prevailing legal provisions without the need for consent. The withdrawal of consent will not affect the lawfulness of processing carried out on the basis of consent before its revocation.

Right to lodge a complaint (Art. 77 GDPR)

Without prejudice to any other administrative or judicial remedy, the data subject shall have the right to lodge a complaint with a supervisory authority, in particular in the Member State of their habitual residence, place of work or place of the alleged infringement if the data subject considers that the processing of personal data relating to them infringes the GDPR.

9. Statute of limitations

Where nothing to the contrary is stated in these terms and conditions of entry, any claims arising from the Prize Draw shall be subject to the statute of limitations, notably three years.

10. Other provisions

The organiser will run the Prize Draw in accordance with the relevant laws of the Federal Republic of Germany. If the participant's permanent residence is in another country within the European Union or Switzerland at the time of submitting the entry form, the application of mandatory statutory provisions (especially consumer protection regulations) of this other state remains unaffected by the aforementioned choice of law. All decisions are final. Should individual provisions of the terms and conditions of participation be or become invalid (wholly or in part), this shall not affect the validity of the remaining provisions of participation. In place of the invalid provision, the legally permissible provision that comes closest in economic terms to the meaning and purpose expressed in the invalid provision shall apply. The same will apply in the event of a loophole in these terms and conditions of participation. Any complaints or enquiries pertaining to the Prize Draw and T&Cs can be directed in writing to: Jack Wolfskin Ausrüstung für Draussen GmbH & Co. KGaA, Jack Wolfskin Kreisel 1, D-65510 Idstein, Germany or by email to: info@jack-wolfskin.com.