

Competition Terms and Conditions and Privacy Policy

(Point 6 contains, amongst other things, Consent in accordance with the Data Protection Act 2000 and pursuant to § 4.14. § 107 TKG 2003). Participation in this competition and its implementation or use of the content and services is in accordance with the following provisions:

§ 1 Competition

The competition will run from 01.07 - 17.07.2011.

§ 2 Participant

Participants must be 18 years of age who, in their capacity as a Lyoneess Member (newly registered or existing Member) have logged in and made a valid online purchase with a Lyoneess Loyalty Partner via the Lyoneess website within the above mentioned timeframe (to do this, go to www.lyoneess.net). The said online purchase may not be cancelled within one month and must be correctly listed in the Lyoneess statistics which are available for this purpose. If the online purchase cannot be tracked, or cannot be found in the Lyoneess statistics within one week, please contact your local Lyoneess Service Center. We will then subsequently try to acquire the details - the entry and acceptance by the relevant Loyalty Partner will determine your participation.

It is necessary to have a Lyoneess Membership to take part in this competition so that the identity of the purchaser can be guaranteed.

§ 3 Exclusion from Competition

All Lyoneess employees and anyone connected to them are excluded from taking part in this competition. In the event of a breach of these terms and conditions, Lyoneess eBiz reserves the right to exclude people from the competition. Anyone using prohibited aids or other forms of advantageous manipulation is also excluded from taking part in this competition.

In such circumstances, prizes may be withdrawn and subsequently recovered.

§ 4 Implementation and Management

Lyoness eBiz GmbH are responsible for the organisation of the competition.

Prizes are: iPad 2 x 3 from Apple Inc.

Participation eligibility is persons that have made an online purchase with Lyoneess Loyalty Partners within the competition timeframe, for whom we have contact details.

The winners will be notified by Lyoneess eBiz GmbH by the end of July either by Email, by Facebook or by telephone. Any claims against Lyoneess eBiz GmbH are excluded. The prizes may not be exchanged for cash. There will be no correspondence relating to the competition. Claims for prizes cannot be transferred to other persons.

§ 5 Early Termination of the Competition

Lyoness eBiz GmbH reserves the right to cancel, modify or end the competition at any time without giving prior notice.

If such a situation occurs, the participants have no claims against Lyoneess eBiz GmbH. Lyoneess eBiz GmbH may make use of this provision if there are technical problems (e.g a virus in the computer system, manipulation or errors in the hardware and / software) or on legal grounds if the proper competition procedure cannot be carried out correctly. If such a situation occurs, and it is due to the behaviour of a participant, Lyoneess eBiz GmbH has the right to make a claim against the said participant to recover any resulting losses.

§ 6 Privacy Policy

By registering for this competition, the participant expressly agrees that Lyoneess eBiz GmbH may save the necessary data.

Lyoness eBiz GmbH are obliged to respect the data protection law and the communications secret. Lyoneess eBiz GmbH and its employees are subject to the secrecy of communications and the confidentiality obligations of the Data Protection Act.

§ 7 Liability

With the transfer of all winnings, Lyoneess eBiz GmbH is free of all further obligations. It is not liable for legal and / or losses.

The winner notification cannot be guaranteed. Lyoneess eBiz GmbH is not liable for damages caused by errors, delays or interruptions in transmission, technical equipment or service malfunction, incorrect content, loss or deletion of data, viruses or anything similar that may arise whilst a participant is taking part in the competition unless such damage or gross negligence is caused by Lyoneess eBiz GmbH (its officers, employees or agents).

§ 8 Other

Any recourse to a court of law is excluded.

The competition terms and conditions and the whole legal relationship between the participant and LyoneSS eBiz GmbH is subject exclusively to Austrian law. If individual clauses of the terms and conditions are invalid or become invalid, the remaining terms and conditions remain unaffected. The terms and conditions can be changed by LyoneSS eBiz GmbH at any time without prior notice and the changes will be put on the website. The participant undertakes all risks, profit taxes, levies and charges.