

Terms of competitions

General terms of competitions

1. Area of application

1.1. These General Terms for Competitions (referred to below as the AGB) apply to participation in all the competitions, quiz, photo or text contests (collectively referred to below as „competitions“) organized by MACHEREY-NAGEL (referred to below as MACHEREY-NAGEL), unless determined otherwise in the competition concerned, its description and any special terms of entry which may exist.

1.2. The AGB apply in the version applicable at the date of usage. If appropriate, they apply as a supplement to special terms of entry, if and insofar as such have been announced for the competition in question. By entering, each participant expressly recognizes these terms of participation and the submission deadline stated specifically for each competition.

2. Participation / costs / non-dependence on an order

2.1. Any natural person of full age may enter the competitions. Minors are eligible to take part, on the proviso of the pertinent legal provisions, if this is allowed by MACHEREY-NAGEL and their legal guardians agree to their participation. Employees of MACHEREY-NAGEL, its affiliated companies and any cooperation partners may not participate, the same applies to their relatives.

2.2. Each participant can enter only in own name and only once per competition. Any winnings are not transferable.

2.3. The methods of contact stated for each particular competition should be used to enter the said competition. Unless specifically stated otherwise, it is possible to participate by e-Mail under the address info@mn-net.com or by mail. Mail should be sent to:

MACHEREY-NAGEL GmbH & Co. KG

Reference: competition (name of the competition)

Valencienner Str. 11

52355 Düren

2.4. Participants shall only incur their tariffed costs for the method of contact used by the participant in the sense of section 2.3. hereof.

2.5. The participation in any competition hereunder does not depend on any order from MACHEREY-NAGEL, nor on any other „stake“ in the sense of German law.

2.6. If participation requires „materials“ (e. g. photos, text contributions, etc.) to be sent in, all participants warrant that they are the sole owners and holders of all rights of use, exploitation and utilization to the material submitted. Upon submission, each participant grants MACHEREY-NAGEL unlimited rights of use, exploitation and utilization to the material submitted to MACHEREY-NAGEL. These rights are not limited by time, market or territory, they include the right of sub-licensing to third parties, as well being effective beyond the end of the competition, unless an objection is lodged in writing by the participant. Any and all remuneration (in whatever form) for commercial use of the submitted materials is excluded.

2.7. MACHEREY-NAGEL accepts no liability for any material submitted, without prejudice to liability for willful conduct or gross negligence. After the competition has ended, MACHEREY-NAGEL shall be entitled to destroy any and all material submitted.

2.8. Submissions must be received by the stated deadline. If the submission deadline falls on a Sunday or a public holiday, the deadline is regarded as being the last work day (not Saturday) before the date on which the submission deadline expires.

3. Implementation and winnings

3.1. The winners are determined by MACHEREY-NAGEL, its employees, vicarious agents or third parties acting on behalf of MACHEREY-NAGEL. MACHEREY-NAGEL is not liable for slight negligence on the part of these people in determining the winners, without prejudice to liability for willful conduct or gross negligence. Any jurisdiction of a court shall be excluded.

3.2. Winners shall be notified in person, by telephone, per E-Mail or in writing by mail or fax. Participants notified in this manner are obliged to inform MACHEREY-NAGEL without delay whether they intend to accept the prize. If MACHEREY-NAGEL receives no such reply within a reasonable period of time, the right to accept the prize is forfeited and MACHEREY-NAGEL reserves the right to determine another participant by drawing lots and to notify this winner accordingly. In such a case, the original winner shall have no rights of compensation. If MACHEREY-NAGEL knows the address of a participant selected by drawing lots, MACHEREY-NAGEL reserves the right to send the prize directly towards such address together with the notification.

3.3. Any prize presented in the competition is not necessarily identical to object won, deviations are possible, particularly in model, color and features etc.. Furthermore, until the prize is handed over, MACHEREY-NAGEL expressly reserves the right to change the course of the game without prior announcement and without the need to state reasons, and/or to change or substitute the nature and scope of the prize and to replace it with a different prize. In such cases, participants shall have no claims whatsoever against MACHEREY-NAGEL.

3.4. In principle, the prize consists solely of the scope stated by MN. In case of doubt, postage costs for sending the prize abroad are not included. Any (consequential) costs incurred by the winner for using the prize are not included, unless this has been expressly stated in the competition rules.

3.5. The prize may not be paid out as a cash equivalent, nor will winnings be exchanged. If the winner is unable to make use of the prize (e. g. due to expiry of time), it is forfeited without substitution. Winnings cannot be transferred.

3.6. MACHEREY-NAGEL reserves the right to publish the name of the winner along with any image of the winner that may have been sent in. The winner declares his or her agreement with this disclosure, unless he or she objects to such publication in the submission. If an objection is not lodged, any and all remuneration (in whatever form) for promotional use of the winner's name is excluded.

4. Premature termination, exclusion

4.1. MACHEREY-NAGEL reserves the right to cancel or terminate the competition at any time without prior announcement and without any reason. That applies in particular if it is not possible to run a competition properly for technical or legal reasons. In such cases, participants accrue no claims whatsoever against MACHEREY-NAGEL.

4.2. MACHEREY-NAGEL reserves the right to exclude participants from a competition. This applies particularly in case of violations of the terms of participation, or if a participant commits manipulation or uses other dishonest support. MACHEREY-NAGEL shall be allowed even declare such an exclusion retrospectively, and thereby revoke winnings and demand their return.

5. Liability / communication defects

5.1. Liability on the part of MACHEREY-NAGEL is strictly limited to delivering the prizes effectively won.

5.2. It is expressly pointed out that the Internet is not a secure network. MACHEREY-NAGEL can therefore not be held responsible for any virus infections or third party hacking into the computer system used to enter the competition. In particular, MACHEREY-NAGEL cannot be held responsible for any damage which participants suffer to their IT equipment, losses to their stored data or for any consequences which may result for their personal or professional activities.

5.3. MACHEREY-NAGEL is not liable for any malfunction of the Internet, phone lines or equipment for receiving data which prevents the competition from being run correctly. MACHEREY-NAGEL shall likewise not be held responsible if one or more participants are unable to call up the website or to enter the competition because of a problem or a technical failure attributable, in particular, to an overloading of the network.

5.4. MACHEREY-NAGEL endeavors to keep access to the competition permanently open on its website, although without being under any obligation to do so. MACHEREY-NAGEL can block access to the website on which the competition is depicted at any time, especially for technical reasons of updating and maintenance. MACHEREY-NAGEL shall not be liable for such interruptions or their consequences under any circumstances.

5.5. Moreover, MACHEREY-NAGEL cannot be held responsible under any circumstances for the non-arrival or loss of a postal letter or electronic mail (particularly where the delivery of the prize is concerned). MACHEREY-NAGEL cannot be held responsible for poor functioning of the Internet, nor for delays, losses or damage attributable to postal services or administrative bodies.

5.6. MACHEREY-NAGEL shall be released from any and all obligations upon handover of the prize. No liability shall be accepted for legal and/or material defects. MACHEREY-NAGEL gives no assurances regarding the characteristics of prizes. Features may differ from those depicted.

5.7. MACHEREY-NAGEL shall not be liable for damage or losses suffered in the context of entering a competition and acceptance and/or use of the prize, unless MACHEREY-NAGEL or its vicarious agents act with willful conduct or with gross negligence. Any claims of damages to life, physical injuries, harm to health or the infringement of cardinal obligations of contract remain unaffected.

5.8. No responsibility is accepted for errors or omissions in the announcements of winners.

6. Data protection

MACHEREY-NAGEL respects the private sphere of participants and adheres to the principles of data protection. Our current privacy policy can be viewed online at www.mn-net.com.

7. Miscellaneous

7.1. Any and all competitions run by MACHEREY-NAGEL shall be governed by, construed under, and enforced in accordance with the laws of GERMANY without regard to principles of conflict of laws and the 1980 - United Nations Convention on Contracts for the International Sale of Goods (CISG). Insofar as legally admissible, the sole place of jurisdiction is Düren.

7.2. MACHEREY-NAGEL reserves the right to change these General Terms for Competitions, with the exception of the provisions on data protection, at any time without prior notice.

7.2. In the event that any provision of these General Terms of Competitions is invalid or becomes invalid, the remainder of the General Terms of Competitions shall remain unaffected thereby.

Competition organizer

The organizer of the competition is:

MACHEREY-NAGEL GmbH & Co. KG

Valencienner Str. 11

52355 Düren

These contest terms and conditions are a translation of the original German version „Allgemeine Gewinnspielbedingungen“ of MACHEREY-NAGEL GmbH & Co. KG. In case of doubt, the German-language version shall apply.

Last revised: 02/2022