

Conditions of participation for the promotion "Gigaset Cashback 2023"

1. The promoter of the promotion is Gigaset Communications GmbH, Frankenstr. 2, 46395 Bocholt (hereinafter "Gigaset").
2. The "gigaset cashback" promotion is handled by marken mehrwert AG, Schildkrötstr. 15 68163 Mannheim (hereinafter "**marken mehrwert**"). If you have any questions about the promotion, please contact marken mehrwert by e-mail at gigaset@markenmehrwert.com.
3. **Promotional devices:** This promotion applies to Gigaset phones of the Gigaset COMFORT 5*** and Gigaset E560** series, hereinafter referred to as "promotional devices", provided they were purchased from a dealer in the EU, UK or Switzerland. The exact model designations and EAN (European Article Number) can be found in Appendix 1.
The EAN is printed on the packaging of the promotional products.
4. **Promotion period:** The promotion applies to purchases made between 01.06.2023 and 31.08.2023. For France, a different promotion period applies from 15.7.2023 to 15.09.2023.
5. **Eligible persons:**

Consumers according to § 13 BGB are eligible if they are over 18 years of age, have a residence in the European Union, in the UK or in Switzerland, are the holder of a bank account that can be reached via the SEPA payment standard and have purchased promotional devices from a retailer in the EU, in the UK or in Switzerland within the promotional period. The invoice date of the proof of purchase is decisive.

Commercial customers are eligible if their registered office is in the EU, UK or Switzerland, they have a bank account that can be reached in the SEPA payment standard and the purchased promotional equipment is intended exclusively for use on the shop floor.

Wholesalers and retailers are not eligible to participate, even if they act on behalf of end-user associations. Furthermore, sales via online auctions, sales of used equipment and private sales are excluded from participation in the promotion.

6. **Registration:** To participate in the promotion, the eligible person must register on the website www.gigaset-cashback.com within a period of 30 days from the date of purchase with name, address, e-mail address (for commercial customers also VAT identification number) and bank account details.
7. **Repayment claim:** In order to make a repayment claim, the eligible person who has registered in accordance with Clause 6 must make a repayment claim via the website www.gigaset-cashback.com. The EAN of the promotional device must be stated and a copy of the invoice receipt must be uploaded.
8. **Repayment amounts:** Eligible participants who have purchased one or more promotional devices up to a maximum total amount of € 500 during the campaign period will receive a repayment of 15% of the actual purchase price paid according to the invoice to the specified current account after effectively asserting their repayment claim in accordance with clause 7. The maximum repayment per participant is € 75. The repayment shall be made exclusively by bank transfer. Cash payment or payment by cheque are excluded.
9. The credit will usually be issued within 30 working days after successful verification of the uploaded invoice receipt to the account details provided during registration. The person entitled to participate is responsible for the correctness of this data. If the account data is incorrect and the transfer of the credit

is therefore unsuccessful, Gigaset shall not be obliged to contact the eligible person and request the correct account data.

10. If the purchase contract is finally rescinded with the seller after the purchase, the repayment amount must be paid back to marken mehrwert to the account from which the repayment was paid out in accordance with item 8. In this case, the eligible person is obliged to contact marken mehrwert via the contact form and inform them of the reversal.
11. Gigaset reserves the right to request and inspect original receipts, to check all registrations for compliance with these Conditions of Participation and to request missing receipts if necessary.
12. If a participant registers with incomplete data and/or sends incomplete receipts, they will be notified of this by post or e-mail and have the opportunity to submit the missing receipts within seven days. If the participant does not comply with the request within the seven-day period their right to participate in the promotion expires. This regulation has the effect of extending the deadline for the registration period. (Point 6.)
13. If a participant registers with misleading, false or fraudulent information, their registration will not be activated. If participants violate the terms and conditions of the promotion, provide incorrect information about themselves, use unfair means and/or attempt to participate in the promotion more often than permitted under these terms and conditions of participation, Gigaset shall be entitled to exclude them from the promotion. marken mehrwert shall inform the participant by e-mail that their registration will no longer be processed or that they will be excluded from participation in the promotion. In the event of a reason for exclusion, Gigaset and marken mehrwert shall be entitled - even retrospectively - to refuse to grant cashback and to demand the return of any amounts already paid out.
14. Gigaset shall use a service provider, namely marken mehrwert - brand added value AG, Schildkrötstraße 15, 68199 Mannheim, to carry out the promotion. The service provider processes the personal data of the participants on behalf of Gigaset as a contractor within the meaning of Art. 28 DSGVO. Gigaset has carefully selected the service provider and contractually obligated it to observe confidentiality and data protection. Participants can obtain more detailed information on the initial collection of the participants' data, the downstream processing by the service provider and the rights to which the participants are entitled at <https://www.markenmehrwert.com/start/datenschutzerklaerung/?language=de> or by sending an email to mmw@anfrage-datenschutz.com.
15. The participant agrees to these Terms and Conditions of Participation upon registration in accordance with Clause 6.
16. Gigaset is entitled to terminate the promotion prematurely if proper implementation of the promotion cannot be guaranteed for technical and/or legal reasons.
17. This cashback promotion cannot be combined with other promotions, discounts or vouchers of Gigaset and its subsidiaries.
18. If a provision of the Terms and Conditions of Action becomes invalid in whole or in part, the validity of the other provisions shall remain unaffected. An invalid provision shall be replaced by a provision that is both legally possible and comes closest in content to the invalid provision. The same shall apply to any loopholes.
19. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Consumers with their habitual residence abroad can always also invoke the mandatory law of the state in which they have their habitual residence, irrespective of the choice of law.

Appendix:

Promotional Devices, Aktionsgeräte, Appareils en promotion, Dispositivi in promozione, Dispositivos promocionales, Promotionele toestellen

COMFORT 500	EAN	4250366866666	COMFORT 550 IP FLEX	EAN	4250366865935
COMFORT 500	EAN	4250366866611	COMFORT 550 IP FLEX	EAN	4250366866383
COMFORT 500A	EAN	4250366866673	COMFORT 550 IP FLEX	EAN	4250366866420
COMFORT 500A	EAN	4250366866628	COMFORT 550 IP FLEX	EAN	4250366866147
COMFORT 500A DUO	EAN	4250366866642	COMFORT 550A	EAN	4250366866253
COMFORT 500A DUO	EAN	4250366866697	COMFORT 550A	EAN	4250366866321
COMFORT 500A IP FLEX	EAN	4250366866635	COMFORT 550A	EAN	4250366865812
COMFORT 500A TRIO	EAN	4250366866659	COMFORT 550A	EAN	4250366866161
COMFORT 500A TRIO	EAN	4250366866703	COMFORT 550A	EAN	4250366866109
COMFORT 500HX	EAN	4250366866062	COMFORT 550A	EAN	4250366866208
COMFORT 500HX DUO	EAN	4250366866079	COMFORT 550A	EAN	4250366866413
COMFORT 501	EAN	4250366866833	COMFORT 550A DUO	EAN	4250366865904
FAMILY A DUO	EAN	4250366866888	COMFORT 550A DUO	EAN	4250366865836
FAMILY A	EAN	4250366866871	COMFORT 550A DUO	EAN	4250366866185
FAMILY A TRIO	EAN	4250366866895	COMFORT 550A DUO	EAN	4250366866116
FAMILY HX	EAN	4250366866864	COMFORT 550A DUO	EAN	4250366866291
FAMILY	EAN	4250366866857	COMFORT 550A IP FLEX	EAN	4250366866338
COMFORT 520	EAN	4250366865973	COMFORT 550A IP FLEX	EAN	4250366866284
COMFORT 520	EAN	4250366866529	COMFORT 550A IP FLEX	EAN	4250366865867
COMFORT 520	EAN	4250366866567	COMFORT 550A IP FLEX	EAN	4250366865928
COMFORT 520 DUO	EAN	4250366866543	COMFORT 550A IP FLEX	EAN	4250366866130
COMFORT 520 DUO	EAN	4250366866574	COMFORT 550A IP FLEX	EAN	4250366866215
COMFORT 520 IP FLEX	EAN	4250366866604	COMFORT 550A TRIO	EAN	4250366865843
COMFORT 520A	EAN	4250366868745	COMFORT 550HX	EAN	4250366865829
COMFORT 520A	EAN	4250366865980	COMFORT 550HX	EAN	4250366866390
COMFORT 520A	EAN	4250366866536	COMFORT 550HX	EAN	4250366866260
COMFORT 520A DUO	EAN	4250366865997	COMFORT 550HX DUO	EAN	4250366865850
COMFORT 520A DUO	EAN	4250366866550	E560	EAN	4250366848952
COMFORT 520A IP FLEX	EAN	4250366866017	E560	EAN	4250366848754
COMFORT 520A TRIO	EAN	4250366866000	E560	EAN	4250366849737
COMFORT 520A TRIO	EAN	4250366866581	E560	EAN	4250366848648
COMFORT 520HX	EAN	4250366865942	E560	EAN	4250366863542
COMFORT 520HX DUO	EAN	4250366865959	E560	EAN	4250366848938
COMFORT 550	EAN	4250366866093	E560	EAN	4250366848631
COMFORT 550	EAN	4250366866192	E560	EAN	4250366848761
COMFORT 550	EAN	4250366866314	E560A	EAN	4250366848945
COMFORT 550	EAN	4250366865881	E560A	EAN	4250366848655
COMFORT 550	EAN	4250366866345	E560A	EAN	4250366848662
COMFORT 550	EAN	4250366866437	E560A	EAN	4250366848792
COMFORT 550	EAN	4250366866376	E560A	EAN	4250366848785
COMFORT 550	EAN	4250366866154	E560A	EAN	4250366848921
COMFORT 550	EAN	4250366866239	E560A	EAN	4250366850269
COMFORT 550	EAN	4250366866406	E560A PLUS	EAN	4250366849720
COMFORT 550 DUO	EAN	4250366866352	E560HX	EAN	4250366849706
COMFORT 550 DUO	EAN	4250366866444	E560HX	EAN	4250366848808
COMFORT 550 DUO	EAN	4250366866178	E560HX	EAN	4250366848686
COMFORT 550 DUO	EAN	4250366866222	E560HX	EAN	4250366848679