

Conditions of participation in the "Gigaset cashback" promotion

1. The organiser of the promotion is Gigaset Communications GmbH, Frankenstrasse 2, 46395 Bocholt, Germany (hereinafter referred to as "the Manufacturer")
2. The "Gigaset cashback" promotion is being handled by marken mehrwert AG, Julius-Hatry-Strasse 1, 68163 Mannheim, Germany (hereinafter referred to as "**marken mehrwert**"). If you have any questions about the promotion, please telephone marken mehrwert on 0049 1806-27263 87. Lines are open Monday to Friday 9 am to 5 pm. Alternatively, you can send an email at any time to gigaset@markenmehrwert.com.
3. This promotion applies to Gigaset smartphones with the below mentioned designations and order numbers, hereinafter referred to as "promotional devices", provided that the device was purchased from participating dealers in Germany, Austria, France, Spain, Belgium or the Netherlands.

	Order number	EAN number
Gigaset GS270		
Grey	S30853-H1503-R101	4250366851914
Racing Red	S30853-H1503-R103	4250366852423
Gigaset GS270 plus		
Grey	S30853-H1504-R101	4250366851921
Urban Blue	S30853-H1504-R102	4250366851938
Gigaset GS370		
Jet Black	S30853-H1505-R101	4250366852430
Gigaset GS370 plus		
Jet Black	S30853-H1506-R101	4250366852447
Brilliant Blue	S30853-H1506-R102	4250366852454

The EAN and order numbers are printed on the packaging of the promotional devices.

4. The "Gigaset cashback" promotion applies to purchases within the period from 28/05/2018 to 31/08/2018 ("**promotional period**").
5. **Persons eligible to participate:** Only private end customers who are over 18 years of age and have bought a promotional device from a participating dealer in Germany, Austria, France, Spain Belgium or Netherlands within the promotional period are eligible to participate. This is verified by the invoice date on the proof of purchase or, if the device was purchased online, the order date on the order confirmation. Wholesalers and retailers are not eligible to participate; this also applies if they appear in the names of end customers. Sales via online auctions, sales of used devices and private sales are also excluded from participation in the promotion.
6. **Registration:** To participate in the promotion, the end customer must register their cashback claim by specifying IMEI number 1 from the promotional device, as well as providing a copy of the invoice document, or order confirmation in the case of online orders, within a period of 14 days after the date of purchase to 42 days after the date of purchase (6 weeks) at the latest. When registering their cashback claim, the end customer must also provide their name, registration address, email address

and their bank account details in the participating countries. To register, please visit www.gigaset-cashback.com.

- 7. Reimbursement amounts:** Eligible persons who have purchased a promotional device within the promotional period and have successfully registered their promotional device in accordance with point 5 will receive a reimbursement of €50 for a Gigaset G270 or G270 plus or a reimbursement of €100 for a Gigaset 370 or G370 plus into their specified bank account.
- 8. Quantity:** A maximum of two promotional devices per household can be registered for participation in the cashback scheme. A residential unit must have its own entrance and doorbell in order to qualify as a household. If two promotional devices have already been registered at an address, a third participant wishing to register using that address must prove that they do not live in the same household as the participants who are registered under the same address.
- 9.** Each promotional device may only be registered for the promotion once; once a promotional device has been registered, IMEI number 1 is prohibited from use to prevent further registrations.
- 10.** If the transaction is definitively reversed within a period of 6 months after purchase, the cashback reimbursement must be repaid. The amount must be repaid to the Manufacturer/marken mehrwert via the contact form.
- 11.** marken mehrwert/the Manufacturer reserve the right to request original documents and inspect them in order to check that all registrations comply with these conditions of participation; they may also request any missing documents where necessary.
- 12.** If a participant registers but fails to provide all the necessary information and/or sends incomplete documents, they will be notified of this either by post or by email and will be given the opportunity to provide the missing documents within seven days. If the participant does not answer this request within the set period of seven days, they will lose their right to participate in the promotion. This policy extends the time limit for registration. (Point 6.)
- 13.** If a participant provides misleading, false or fraudulent information during the registration process, their registration will not be authorised. If a participant breaches the terms and conditions of the promotion, provides false personal details, uses dishonest means and/or attempts to participate in the promotion more times than is permissible in accordance with these conditions of participation, Gigaset is entitled to exclude the participant from the promotion. marken mehrwert will inform the participant by post that their registration will not be processed further and that they have been excluded from participating in the promotion. If a reason for exclusion arises, Gigaset and marken mehrwert are entitled—including retroactively—to deny the payment of cashback and demand that cashback amounts that have already been paid to the participant are returned.
- 14.** Payment period: The cashback reimbursement will be paid no later than 30 working days after registration. The amount cannot be reimbursed by cash or check.
- 15.** marken mehrwert uses data collected from participants, i.e. name, address, email address and bank details, solely for the purpose of the promotion. The participant has the right to withdraw from participating in the promotion at any time by sending an email with the subject "Deregister" to gigaset@markenmehrwert.com. Once the promotion has ended, the data collected by marken mehrwert will be deleted or blocked.
- 16.** By registering their first promotional device, the participant is agreeing to the terms and conditions of the promotion.
- 17.** The Manufacturer is entitled to end the promotion prematurely if proper implementation of the promotion cannot be guaranteed due to technical and/or legal reasons.

18. If any clause of the terms and conditions is wholly or partially invalid, the validity of the other clauses remains unaffected. The invalid clause will be replaced by a clause that is both legally possible and as similar to the invalid clause as possible. The same applies for any loopholes.

19. There is no legal recourse. German law applies.