

Eligibility conditions

Voluntary Product Recall VARTA Power Bank 5200

The voluntary product recall shall be conducted by VARTA Consumer Batteries GmbH & Co. KGaA, Alfred-Krupp-Str. 9, 73479 Ellwangen, Germany (hereinafter VARTA).

The recall only affects one batch of the VARTA Power Bank 5200 in Grey and Silver with the batch code: 28416CA. No other VARTA Power Bank 5200 batch codes or VARTA Power Bank products are affected.

The voluntary product recall shall be confined to the period from 01.08.2018 to 31.10.2018 and entitles customers to a refund of the purchase price amounting to EUR 20. Entitlement to the refund of the purchase price within the above period shall be limited to affected products produced in the specified BATCH CODE and customers who can clearly prove their possession of the products by product photos to be submitted and if necessary, proof of sale or a copy of the bill. Subsequent registrations shall no longer be considered for the voluntary product recall.

Registration for the refund of the purchase price shall only be possible in the Internet and the request, along with all necessary documents, submitted by 31.10.2018. Later submissions/registrations shall no longer be considered. The date of receipt of the registration shall be deemed the effective date of submission.

The affected products are:

VARTA Portable Power Bank 5200mAh (57963 101 111 – Colour: Silver)
VARTA Portable Power Bank 5200mAh (57963 201 111 – Colour: Grey)

Product details are available at
<http://www.varta-consumer.com>

Affected batch code: 28416CA

Refund of purchase price per affected product: EUR 20

No other VARTA products are affected by the voluntary product recall and are expressly deemed as not affected.

Documents to be submitted and procedure for the voluntary purchase price refund are:

Upload of individual product photos of the affected products that prove current ownership of the product.

The following details must be easily readable on the product photo:

Typeplate (see back of product) with batch code and personal request code.

Refund of the purchase price shall only be possible once per product.

VARTA reserves the right to demand and peruse proofs of purchase or copies of the original bill, verify all registrations and submissions for compliance with these eligibility conditions and if necessary, demand missing documents.

Registration can be performed via the following link:

<http://www.varta-consumer.com/en/service/power-bank-5200-recall>

Participants must be of permanent abode and hold a valid SEPA bank account.
Participants must be aged 18 and over.

This offer does not apply to resellers and retailers. If you are a reseller or retailer, please contact your distributor or VARTA directly.

The fixed purchase price shall generally be transferred to the SEPA account specified during registration via marken mehrwert AG within 4 weeks of successful registration. Payment of the purchase price shall be solely by SEPA transfer. No cash payment, money transfer or payment by cheque shall take place. VARTA shall not be responsible for bank fees levied by banks for the receipt of the purchase price.

VARTA shall engage the following agency to carry out the voluntary product recall:

marken mehrwert - brand added value AG, Julius-Hatry-Straße 1, D-68163
Mannheim.

In compliance with data protection regulations, the agency shall be entitled to process the documents submitted in the course of this product recall and to view and store your data. Should questions arise or documents be subsequently demanded, the agency shall contact you of its own accord.

Additional data protection information

Personal data like your name and address etc. shall only be stored and processed by VARTA or the executing agency for the purpose of product registration and otherwise exclusively as part of this product recall and shall delete them after completion of registration. These data shall be treated with strict confidentiality; they shall not be disclosed to third parties, nor used for marketing purposes.

The privacy policy of VARTA shall also apply.

Product registration, which is necessary for participation in the recall, shall only be possible via the Internet. On payment of the purchase price, the data shall be stored for a period of six months and then deleted.

VARTA reserves the right not to process registrations or submissions containing incomplete, incorrect, misleading, modified or unlawful details.

Should the participant not receive feedback from VARTA within 4 weeks of submission of their documents, the participant shall be requested to send an email of their accord to Varta@markenmehrwert.com.

Please note that communication via email shall only be conducted in German or English.

Participants who submit incomplete details/documents shall be notified and requested to submit the missing documents within seven days. The period of grace shall begin on the date of the notification. Should the participant fail to do so, or again submit incomplete documents, their entitlement to a refund shall lapse.

All telephone and Internet costs incurred by uploading information, data, product information and photos to <http://www.varta-consumer.com/en/service/power-bank-5200-recall> shall be borne by the participants.

VARTA shall be entitled to exclude customers from the refund of the purchase price who do not satisfy the eligibility conditions, breach the eligibility conditions, enter incorrect personal details, avail themselves of dishonest means and/or try to take part in the product recall more often than allowed by these eligibility conditions. VARTA shall also be entitled to subsequently claim back the refunded purchase price in the event of an exclusion criterion being constituted.

VARTA reserves the right to check all submitted documents for possible misuse at any time and explicitly reserves the right to initiate legal proceedings in the event of suspected cases.

VARTA shall be entitled to curtail the voluntary product recall and amend the eligibility conditions during the product recall period. This shall apply in particular to acts of God and in the event that proper execution of the product recall cannot be ensured for technical and/or legal reasons. The eligibility conditions shall apply from 01.08.2018.

The currently applicable version of these eligibility conditions shall be constantly accessible and available at <https://www.markenmehrwert.com/campaign/varta/tnb> during the registration period.

On registration the participant accepts the eligibility conditions and guarantees the correctness of their details.

How to easily receive your refund of the purchase price:

1. Check whether you have an affected product on the basis the batch code. The batch code is on the back of the product.
2. Please read the eligibility conditions prior to registration.
3. In the Internet, go to <http://www.varta-consumer.com/en/service/power-bank-5200-recall> and select your country. You will find all the necessary information here and can directly access product registration. Registration is free and necessary.
4. Please follow the instructions on the registration page. You need a current photo with your personal request code for all affected products and if necessary, proof of purchase for the affected product in the event of uncertainties (bill/receipt).

In the case of queries and requests, participants may apply to a Customer Service email address:

Email:

Varta@markenmehrwert.com

VARTA's liability for compensation claims, irrespective of the legal reason, shall be restricted in line with this section. VARTA's liability – irrespective of the legal reason – shall only arise if the damage has been caused by culpable breach of an essential contractual obligation in a manner that jeopardises the achievement of the contractual purpose or is due to the gross negligence or wilful intent of VARTA. If VARTA shall be liable for the breach of an essential contractual obligation without gross negligence or wilful intent being constituted, their liability shall be limited to typical damage which ought reasonably to have been known to it in the given circumstances on contract conclusion.

Compensation claims according to the Product Liability Act and relating to injury to life, limb and health shall remain unaffected by the liability limitations in the foregoing sections.

These liability exemptions and limitations shall apply equally to the liability of bodies, legal representatives, employees or other agents of VARTA.

Printing, spelling, typographical or similar errors shall be unenforceable.

VARTA shall not be liable for any consequences, caused by technical or editorial errors on the website or (consequential) damage that might arise through the use, presentation, provision or temporary non-availability of the website or links to other websites.

Should individual provisions of these eligibility conditions be or become partially or entirely unenforceable, or should an omission become apparent, the effectiveness of the eligibility conditions shall otherwise remain unaffected. In such a case, VARTA and the participants shall seek a provision that is as close to the economic intent of the ineffective provision as possible. Insofar as no agreement is reached on a new provision, these eligibility conditions shall be interpreted without the missing or ineffective provision.

Amendments and errors excepted.

VARTA Consumer Batteries GmbH & Co. KGaA, Alfred-Krupp-Str. 9, 73479 Ellwangen, Germany