

## General Terms and Conditions of the USA FIMO Modelling Sweepstakes (hereinafter "FIMO Sweepstakes")

Staedtler-Mars Limited, 850 Matheson Boulevard West, Unit 4, Mississauga, ON L5V 0B4 is organising a FIMO Sweepstakes on its website, accessible at [staedtler.com](http://staedtler.com).

Staedtler-Mars Limited offers Participants participation in the FIMO Sweepstakes exclusively in accordance with the following conditions; by taking part in the FIMO Sweepstakes the participant accepts these terms and conditions of the FIMO Sweepstakes:

1. The sponsor of the FIMO Sweepstakes is Staedtler-Mars Limited, 850 Matheson Boulevard West, Unit 4, Mississauga, ON L5V 0B4 (hereinafter referred to as "**STAEDTLER**"). A Participant is a person who submits an Entry into the FIMO Sweepstakes. An Entry is a modelled FIMO object or an online registration.
2. The FIMO Sweepstakes is in no way related to Facebook or Instagram and is not sponsored, supported or organised by Facebook or Instagram. The Participant hereby releases Facebook and Instagram against all claims which may be asserted against Facebook or Instagram in relation to the performance of the FIMO Sweepstakes.
3. Participants must be at least 13 years of age and permanently in the USA.
4. Employees of STAEDTLER and of companies associated with STAEDTLER in terms of Section 15 ff. of the German Stock Corporation Act (AktG), persons closely associated with the same and other persons involved in the design and implementation of this FIMO Sweepstakes are excluded from participation.
5. The FIMO Sweepstakes can be entered exclusively online at <https://www.staedtler.us/en/inspirations/fimo-made-by-you/> and Instagram or on Facebook. Participants must have their own Instagram and/or Facebook account in order to participate via Instagram and/or Facebook.
6. Participation in the FIMO Sweepstakes is free of charge and not tied to any purchase of goods or services.
7. The FIMO Sweepstakes starts on 11-05-2018, 08:00 a.m. EDT and ends on 12-16-2018, 11:59 p.m. EDT (hereinafter referred to as the "**FIMO Sweepstakes Period**").
8. In order to participate in the FIMO Sweepstakes we ask that Participants create their own FIMO objects and upload a picture of it at <https://www.staedtler.us/en/inspirations/fimo-made-by-you/> or post the picture of it with the hashtag #FIMOsweepstake on Instagram or send the picture of it as a direct message on the STAEDTLER Facebook page accessible at <https://www.facebook.com/staedtler.northamerica/>. Participants may also enter the FIMO Sweepstakes by filling out the Entry form found at <https://www.staedtler.us/en/inspirations/fimo-made-by-you/>.

9. Multiple entries per Participant are permitted; however, no more than one prize will be awarded to any one person per week. If a Participant is suspected in STAEDTLER's sole discretion to have used an automated program to create multiple Entries, all Entries by that Participant will be deleted from participation in the FIMO Sweepstakes.
10. Prizes will be awarded by lots being drawn on 11-12-2018; 11-19-2018; 11-26-2018; 12-3-2018; 12-10-2018; 12-17-2018. Each price contains the following products:
- |    |  |              |
|----|--|--------------|
| 1x | Set Mod.clay Fimo soft -                 | RRP: \$20.50 |
| 1x | Accessory Fimo acrylic roller            | RRP: \$21.70 |
| 1x | Accessory Fimo modelling tools           | RRP: \$10.95 |
| 1x | Mod. clay FIMO soft trend colour 2018/19 | RRP: \$3.50  |
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| 1x | Mod. clay FIMO soft trend colour 2018/19 | RRP: \$3.50  |
| 1x | Liquid gel                               | RRP: \$16.85 |
11. Prizes are not negotiable, exchangeable or transferrable. STAEDTLER reserves the right to replace a prize with another prize of equal value. Any complete or partial cash pay-out of prizes and any compensation for prizes won is excluded. Prize claims may not be assigned.
12. Every picture sent in by Participants must be related to the FIMO Sweepstakes in terms of content, may not be immoral or criminally relevant or otherwise violate applicable law or the property or personal rights of third parties.
13. STAEDTLER reserves the right to exclude pictures from the FIMO Sweepstakes and to delete the same if they do not comply with the aforementioned conditions. The Participant herewith releases STAEDTLER from all claims which third parties assert against STAEDTLER due to a violation of their rights.
14. The Participant confirms that his/her picture is free from copyright, ancillary copyrights and other rights of third parties.
15. The Participant grants STAEDTLER a non-exclusive, transferable, sub-licensable, royalty-free, and a worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, create derivative works of a Participant's Entry, the right to use and disseminate the picture in online and offline media, including for economic purposes, and to make it accessible to third parties in other ways (e.g. through other social media channels). STAEDTLER is permitted for this purpose to edit the picture and – if required – grant third parties usage rights to the same. These rights are granted free of charge and without any restriction in terms of space, content and time.

16. Winners are announced in a comment below the winning picture uploaded on Instagram with #FIMOsweepstake, which will also contain information on how prizes may be claimed. If the winning picture was uploaded on the website or on Facebook, the winner will be notified via e-mail or direct message. If a winning Participant does not make contact within 14 days of being notified of winning the claim to a prize lapses. STAEDTLER is in this case entitled to find a different winner amongst Participants. The formalities of how prizes are handed over will be agreed individually with the winners. STAEDTLER does not accept liability in the event that notifications of winning are lost during electronic transfer and/or are not received by the winner for reasons for which STAEDTLER is not responsible.
17. Prizes are sent to the winning Participants via postal service. STAEDTLER does not accept liability in the event that prizes are lost in the post and/or are not received by the winner for reasons for which STAEDTLER is not responsible.
18. STAEDTLER is entitled to disqualify Participants from the FIMO Sweepstakes in their sole discretion, with or without cause without stating their reasons. Participants who violate applicable law or breach these terms and conditions of the FIMO Sweepstakes, who give false, misleading or fraudulent information, use unfair means and/or try to manipulate the results will be disqualified.
19. Where personal data of Participants (e.g. (account) name, email address, address, user ID, profile picture) are collected, processed or used these are collected, processed and used by STAEDTLER exclusively for the purpose of carrying out the FIMO Sweepstakes. They may be disclosed to third parties (particularly shipping companies) for the purpose of sending prizes. All personal data are deleted after the completion of the FIMO Sweepstakes. The use of personal data may be objected to at any time by email to *Marketing.CA(at)staedtler.com*. This objection ends participation in the FIMO Sweepstakes. The Participant understands and agrees that their personal information may be used for any legal purpose in the web site's sole discretion. Contest winners understand and agree that their name and address will be published in a list of prize winners which is available to any contestant in the contest upon request.
20. STAEDTLER is entitled to discontinue or end the FIMO Sweepstakes at any time in their sole direction. This applies particularly if
  - a) the terms of use or guidelines of Instagram *and* Facebook change during the course of the FIMO Sweepstakes and the performance of the FIMO Sweepstakes would not be permissible under the then applicable rules of Instagram and Facebook.
  - b) technical problems require discontinuation, or
  - c) the FIMO Sweepstakes is found to have been manipulated or fair and proper performance of the FIMO Sweepstakes can no longer be guaranteed for any other reason, in particular in case of hardware or software malfunction, programming errors, computer viruses, non-authorized access by third parties and mechanical, technical or legal issues.

21. Alongside these terms and conditions of participation the relationship between STAEDTLER, the participant and Facebook/Instagram is governed by the terms of use and privacy policies of Facebook/Instagram [[www.facebook.com](http://www.facebook.com)/[www.instagram.com](http://www.instagram.com)].
22. Unless otherwise required by mandatory Federal or State law of the residence of the Participant, German Law applies exclusively.