

Anton Paar GmbH free price draw

TERMS AND CONDITIONS

1. Provider of this free prize draw

Provider of this free prize draw is

Anton Paar GmbH

Anton-Paar-Straße 20

8054 GRAZ

AUSTRIA (hereinafter “Anton Paar”)

2. Terms and conditions, participation

The participation in this free prize draw requires acceptance of these terms and conditions. By participation in this free prize draw, the participant expressly and mandatorily accepts these terms and conditions. Anton Paar reserves the right to exclude participants in case of a breach of these terms and conditions. Anton Paar's failure to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.

Entrepreneurs in the course of their business who are allowed to enter into prize draws by the law of the country they are registered in are entitled to enter this free prize draw only. Consumers may not participate. Employees of the Anton Paar group and their relatives are not eligible for participation in this free prize draw. By participation in this free prize draw, the participant confirms to be authorized by its law and eligible by these terms and conditions to participate in this free prize draw.

Participants will immediately be excluded from this free prize draw who i) provide false details at registration; ii) practice unfair techniques or iii) try to get an advantage in any other way of manipulation. Anton Paar reserves the right to subsequently revoke and reclaim the prize in such cases.

Participants are required to be i) eligible to participate, ii) accept these terms and conditions and iii) fill out the entry form fully, correctly and timely. Each participant may only fill out one entry form. Incomplete entry forms will be deemed invalid.

The free prize draw is open for entrance from October 1, 2014 to December 31, 2014.

Anton Paar reserves the right to cancel or terminate the free prize draw at any time without prior notice, if a proper performance of the game cannot be guaranteed due to force majeure or for any other organizational, technical or legal reason. The participants are not entitled to any sort of claim against Anton Paar in such a case. Anton Paar further reserves the right to replace the prize with a similar instrument of the same or a higher value if the delivery of the prize is delayed for reasons including, but not limited to, delivery problems, shortness in supplies or unavailability.

3. Participation costs

The participation in this free prize draw is free of charge and does not require the purchase of any Anton Paar product.

4. Prizes

The drawn winners will receive one of the following prizes:

- 40 Anton Paar back bags
- 25 Anton Paar lab packages, each including an Anton Paar back bag filled with various Anton Paar gift items
- 10 tablet PCs
- An Anton Paar Multiwave GO's worth of Anton Paar gift certificates, each worth between 500€ and 2,500€

The pictures are for reference only. The prizes are non-refundable and cannot be redeemed for cash or conveyed to a third party.

Anton Paar's General Delivery Terms of Delivery as published on http://www.anton-paar.com/fileadmin/Footer/Legal_Notice/General_Terms_of_Delivery/Anton_Paar_GmbH/General_Terms_of_Delivery_Anton_Paar_GmbH.pdf as amended from time to time, especially the warranty and liability provisions set out therein, fully apply. In case of a conflict or discrepancy between these terms and conditions and Anton Paar's General Terms of Delivery, these terms and conditions shall prevail. The winners shall not be liable to the expenses incurring in connection with the initial transport and delivery of the prize. These expenses shall be borne by Anton Paar. Place of performance is Graz, Austria.

5. Selection

The winners will be determined at the office of Anton Paar in January, 2015. All duly filled out entry forms will participate in the drawing. The determination of the winners will be made by random draw out of the participating entry forms.

The winners will be informed with an email sent to the email address provided on the entry form. The participant is responsible for providing the correct email address in the entry form. The winners' names and country will be published on the Anton Paar group webpage. No liability is assumed for the winners' notification.

Each winner has to contact Anton Paar within 14 days of the receipt of such notice in order to claim the prize, failing which the claim will lapse. In this case, a new winner will be drawn randomly out of the remaining submitted entry forms in his/her place. The new winner will also have 14 days to claim the prize, failing which the prize will be forfeited.

Anton Paar's decision is final and no correspondence will be entered into. Any recourse to courts of law is excluded.

6. Liability

Anton Paar shall not be liable for any false information in connection with this free prize draw given or disseminated by participants and/or any third party. Anton Paar further does not warrant the correctness or completeness of links and/or referrals in the course of this free prize draw.

Anton Paar is not responsible and to the greatest extent permitted by law excludes all liability, including negligence, for any personal injury, or any loss or damage, including loss of opportunity, whether direct, indirect, special or consequential, arising in any way out of this free prize draw, including, but not limited to i) any technical difficulties or equipment malfunction; ii) any theft, unauthorized access or any third party interference; iii) any late, lost, altered, damaged or misdirected participation or prize claim (before and after Anton Paar's receipt) due to any reason beyond control of Anton Paar; iv) any variation in the prize value; v) any tax liability; or vi) the use of the prize unless expressly stated otherwise herein.

7. General

If any term or other provision of these terms and conditions is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of these terms and conditions shall remain in full force and effect. The invalid, illegal or unenforceable provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

Anton Paar reserves the right to amend and update these terms and conditions at any time without prior notice and publish them on this website. These terms and conditions are governed by and construed in accordance with Austrian law excluding its conflict of laws provisions. The parties submit to jurisdiction of the competent courts in Graz, Austria.

8. Participants' data

Participants in this free prize draw are required to provide personal data in the entry form. Anton Paar may collect, process and use the submitted data for the performance and completion of this free prize draw and for marketing purposes and marketing analysis within the Anton Paar group and participants hereby expressly agree hereto. Participants further agree to receive emails in connection with the above mentioned purposes from Anton Paar to the provided email address.

Participants are entitled to revoke their participation in this free prize draw and the consent to the storage and use of their data in accordance with this provision 8. The revocation shall be addressed to ASC@anton-paar.com. Upon revocation of the foresaid consent, the respective participant's submitted data will be deleted immediately and the participant will be excluded from this free prize draw and the drawing of the prizes.

Effective: October 1, 2014