

Terms of references

Prize raffle via ecoGator App in the frame of “myEcoNavigator” campaign

Organizer is myEcoNavigator, an EU campaign funded by the European Commission under the Intelligent Energy Europe program, and the Austrian Energy Agency – as Coordinator of the overall EU project.

The consortium of the EU campaign, and thus the respective national partner institutions are responsible for the implementation at national level. These institutions are:

| Institution | Responsible for the implementation of the campaign myEcoNavigator in ... |
|---|--|
| co2online gGmbH | Germany |
| SEVEN, The Energy Efficiency Center | Czech Republic |
| Ecoserveis | Spain |
| MIPOR - International Consumer Research Institute | Slovenia |
| KEPKA - Consumers Protection Centre | Greece |
| Guide Topten | France |
| European Environmental Bureau | UK |
| Bond Beter Leefmilieu | Belgium |
| FEWE - Polish Foundation for Energy Efficiency | Poland |

The participation in the prize raffle is based on the following conditions:

1. Participation / Registration

A prerequisite for participation in the competition in the free smartphone app ecoGator (available for iOS and Android smartphones) is to install the app on one's own smartphone and a minimum score of 50 points (equivalent to e.g. the correct answer to one quiz question in the app). The score of points is available under the menu item "My ecoGator" on the page "Level Status". Upon reaching the required score of 50 points the button "> info about the raffle" on this page is offered. By clicking on this button the competition page in the app is displayed. To participate in the prize raffle one has to enter a valid e-mail address at the prize raffle page. With a click on the button "Confirm> participation" the terms and conditions incl. Privacy Policy, which is offered as a link, are confirmed and the participation process in the raffle is completed.

2. Participants

(1) Participation is voluntary and free .

(2) Eligible are all natural persons from the age of 18 who are resident in Austria, Germany , the Czech Republic , Spain , Slovenia , Greece, France , UK , Belgium and Poland .

(3) shall be excluded from participation if they are staff members, or are family members of staff members, of the following consortium partners Austrian Energy Agency (AT), co2online gGmbH (DE), SEVEN - The Energy Efficiency Center (CZ), Ecoserveis (ES), MIPOR - International Consumer Research Institute (SI), KEPKA - Consumers Protection Centre (GR), Guide Topten (FR), European Environmental Bureau (BE), Bond Beter Leefmilieu (BE), FEWE - Polish Foundation for Energy Efficiency (PL) and EVOLARIS (AT).

3. Exclusion of the legal process

The decision is final . No cash alternative.

4. Exclusion from manipulation

The Austrian Energy Agency reserves the right to exclude participants on the basis of false information, manipulations, the breach of the terms and conditions or the use of illegal aid, from the lottery. Prizes may be reclaimed retrospectively in the case of manipulation.

5. Privacy Policy

(1) By participating in the prize raffle in the app " ecoGator " you agree that your personal information (e-mail , number of points in the app) will be stored and used for further information transfer in the framework of the campaign . The data will not be shared with third parties.

(2) The winners will be notified in writing and agree that their name (first name and the first letter of family names) and the name of the place of residence (city or municipality), are published on the campaign sites, (www.myEcoNavigator.eu and respective country versions) and social media platforms (Facebook, Twitter for EU and respective country versions).

6. Implementation and Processing

(1) The competition starts on 18 January 2016 and ends on 31 January 2016, 24:00 o'clock. The winners will be notified within a week via e-mail.

(2) Prizes: Among all the participants from all above mentioned countries, three (3) smartphones " Fair Phone 2 " worth € 520 each, will be raffled off at random. The cost of shipping of the prizes will be paid the Austrian Energy Agency.

(3) The winning information is sent via email to the specified address.

(4) By clicking on the button " > Confirm Participation" after entering a valid email address in the App ecoGator, the participant confirms to have read the terms and conditions and to accept them without restrictions.

7. Premature termination of the prize raffle

(1) We reserve the right to terminate or to cancel the competition at any time without notice and without giving reasons for it.

(2) From this option we make use of, if a proper execution of the raffle cannot be guaranteed, in particular, for technical reasons (e.g. viruses in the computer system, manipulation or errors in the hardware and / or software), or legal reasons.

(3) If such a termination is caused by the behaviour of a participant, damage claims are reserved.

8 Limitation of Liability

(1) We have no influence on the transport of data via the Internet (WWW). A liability on our part in cases of involuntary malfunctions and failures of technical equipment, which we use for processing (e.g., transferring and storing) of data, is excluded.

We therefore assume no guarantee that your data has not reached us, and vice versa reaching the receiver correctly. In particular, we are not liable for the negligence of the network operator, service provider or other participating service companies.

(2) Liability for slight negligence is taken only in the case of breach of fundamental obligations („cardinal duty“), in case of injury to life, limb or health, or in the absence of a

guaranteed condition and if it is a typical damage in the context of predictability.

Incidentally, a liability for all cases of minor negligence is excluded.

(3) Liability for indirect damages, including consequential damages and lost prizes, is excluded. This also applies to the premium prizes and their value. The applicability of the product liability law remains unaffected.

(4) In case we refer in our services to third-party content (external websites), we do not verify these contents. We are not responsible or liable for such content and / or services of third parties. The use of these external websites is at the sole risk of the user.

(5) There is no right to comprehensive, fully and correct function of the app ecoGator on all iOS or Android devices. We are not liable for damage caused by short-term failures of the app or the App backend and for failures that are based on maintenance.

(6) Any liability for undeserved official measures, labor disputes, incidental losses and force majeure is excluded. Likewise, any liability for damages shall be excluded that have arisen due to criminal actions of third parties.

(7) The limitations of liability shall also apply to damage caused by a legal representative or a vicarious agent of the Austrian Energy Agency.

(8) The liability of the Austrian Energy Agency, and the companies which are commissioned with the implementation, is excluded to the extent permitted by law. The Austrian Energy Agency is with the issuing of the prizes free of all obligations, if not already obtained at an earlier date based on these regulations.

(9) The Austrian Energy Agency, and the companies which are commissioned with the implementation, shall not be liable for material and / or legal defects of the prizes.

(10) The Austrian Energy Agency, and the companies which are commissioned with the implementation, shall not be liable for the insolvency of a cooperation partner, and the resulting consequences for the processing and implementation of the prize raffle.

9. Final Provisions

(1) It is only the law of the Federal Republic of Austria applicable, jurisdiction is Vienna, Inner City

(2) If any of these provisions be or become invalid, the validity of the other terms remains unaffected. Instead of the invalid regulation shall enter an appropriate provision which corresponds most closely to the purpose of the original provisions.