

#ZeigDeinBusiness Campaign - Terms of Use

Holvi Payment Services Oy
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Version 1

1. Scope

These Terms of Use (later “**Terms of Use**”) cover the #ZeigDeinBusiness campaign (later “**Campaign**”) organised by Holvi Payment Services Oy (later “**Holvi**”) together with its partners between 1st November 2020 and 31st December 2020.

The purpose of the Campaign is to offer selected participants chosen as one of the top 11 self-employed their own advertising page, in accordance with Section 3 of these Terms of Use.

2. Participating in the Campaign

Notwithstanding of being an existing customer of Holvi, and to be eligible to participate, the participants must be either a:

- Gesellschaft mit beschränkter Haftung (GmbH)
- Unternehmergesellschaft (haftungsbeschränkt)
- Einzelunternehmen/ Gewerbe (nicht eingetragen) or
- Freiberufler

(later “**Participant**”) and provide the requested information as instructed on the Campaign site. This participation at this Campaign is free of charge.

3. Prizes and selection of winners

A jury consisting of Holvi personnel and chosen experts will select 25 Participants for the voting phase based on the information provided by the Participants.

The top 25 Participants will be announced on the Campaign site of Mit Vergnügen GmbH (later “**Mit Vergnügen**”) and can be voted for at the Campaign page between 1st November September 2020 and 31st December 2020. The top 11 out of 25 Participants are the winners of this Campaign (later “**Winners**”).

For the Winners, Holvi will:

- Provide advertisement space for the first top three (3) Winners; and
- Make a PR story of all 11 Winners in collaboration with Mit Vergnügen.

The Winners will be notified by mail or telephone, and portraits of all 11 Winners will be announced via social media.

The prizes are non-transferable, may not be exchanged for cash and only consist of what is listed in this Section 3 of the Terms of Use. Holvi retains the right to change the prizes or nature of the prize as long as the value for the Winners is the same. The Winners specifically acknowledge that they shall be responsible for the payment of all tax, title fees, license fees, insurance requirements and other charges as may be required under any law, ordinance, statute, regulation or otherwise.

4. Privacy

Holvi respects, and is committed to protecting your privacy. The personal information you provide will remain private and will only be used for the purposes outlined here.

The personal data Holvi collects on you for the purposes of this Campaign includes the information provided by you, and may include:

- Your name and contact details;
- Your photo; and
- Information on your portfolio.

Holvi will publish the information on the Campaign site and on the Holvi social media channels. The information will also be shared with Mit Vergnügen for the purposes of managing the collection of the data and operating the Campaign site.

The materials will be retained as long as necessary for the purposes of this Campaign. The recording may be destroyed at any point in time. Please see Holvi [Privacy Policy](#) for further information on how Holvi processes and protects your personal data and on your rights as a data subject.

In case personal data on any other persons is included in the materials provided by you, you must ensure that all such persons are aware of the use of the materials for the purposes of the campaign and as set out in this Section 4 of the Terms of Use.

5. Materials

The materials, including videos, interviews and photos and information presented by you in the context of this Campaign, may be published on the Holvi website and other marketing channels such as for example social media. Furthermore, you warrant and represent that you are the exclusive owner of all rights related to the aforementioned materials and that you are therefore, entitled to grant respective rights of use to Holvi as mentioned below.

You grant Holvi a right of use, in connection to the materials and the campaign, your trademarks and logos presented in the context of this Campaign and information given by you in these materials. In that regard you agree to hold Holvi harmless from all claims, damages, liabilities, losses, penalties, costs and expenses relating to third party claims. The rights to the materials (including photos and video footage) produced in the context of this Campaign are owned either by Holvi or the production company. You have the right to use, copy or reproduce the materials only where agreed separately with Holvi or the production company. For the avoidance of doubt, this does not restrict you from linking or sharing of any posts on social media.

6. General

Holvi is not liable for any costs, damages or losses incurred for the Participant due to participation in this Campaign or use of the prize.

Holvi reserves the right to amend, withdraw or terminate the Campaign or alter the Campaign or these Terms of Use at any time without prior notice.

Furthermore, Holvi reserves the right to exclude Participants from this Campaign due to infringements against these Terms of Use.

7. Governing law and venue

These Terms of Use are governed by the laws of Finland (excluding its choice of law provisions and the mandatory consumer laws of the customer's domicile).

Any dispute arising out of these Terms of Use shall be finally resolved in the District Court of Helsinki or the district court of the place where the defendant has its domicile. If the customer is a consumer, the customer shall also have the right to bring proceedings in the courts of his/her own domicile.