

General Terms and Conditions for Marcom Services in the Tech Data DACH Region (Status: March 2021)

For translation purposes only /
Only the German version is legally binding



I. Scope of application

1. Tech Data GmbH & Co. OHG, Tech Data Österreich GmbH and Tech Data (Switzerland) GmbH ("**Tech Data**") are organizers of contests and campaigns, as well as organizers of virtual events such as online seminars and surveys and providers for the retrieval of lectures, videos and other materials ("**Marcom Services**") in the respective countries of Germany, Austria and Switzerland.
2. These General Terms and Conditions for Marcom Services ("**GTC**") govern the respective rights and obligations of Tech Data and the Participant in Marcom Services. In addition, Tech Data may regulate further requirements for participation in Marcom Services separately (including on the website, in newsletters, in the blog, in the press, in the Tech Data social media channels) ("**Marcom Service Terms and Conditions**"). Subsidiary agreements and deviating agreements require the written confirmation of TECH DATA to have legal effect.
4. Marcom Services is partly supported financially and/or in terms of content by our suppliers.
5. Tech Data provides offers as part of Marcom Services from time to time, as well as content on products, special subject areas and know-how, that the Participant can retrieve in return for the granting of his or her consent to the use of his data for advertisement purposes (as described in detail in the respective declaration of consent) during registration.

B. Contents

Any reproduction, distribution, provision, public reproduction, recording, processing, including the production of screenshots, video captures or similar, of the contents, documents and other documents provided by Tech Data within the framework of Marcom Services is prohibited and requires the express written approval of Tech Data.

II. General Terms and Conditions

A. Participation

1. Participation in Tech Data Marcom Services is voluntary. Natural persons who are over 18 years of age and have their place of residence in Germany, Austria or Switzerland are eligible to participate. In addition, Tech Data reserves the right to make the eligibility to participate dependent on further conditions in individual cases.
2. To participate in Marcom Services organized by Tech Data, proper registration via the Tech Data website is required. By sending its registration information to Tech Data, the Participant declares the acceptance of the Tech Data offer under the respective Marcom Service Terms and Conditions and these General Terms and Conditions. If registration is not required for Marcom Services, the Participant declares acceptance of the Tech Data offer under the respective Marcom Service Terms and Conditions and these General Terms and Conditions by using the respective Marcom Services. The respective participation contract is thus concluded.
3. Each Participant may only register once per promotion. Tech Data reserves the right to exclude Participants from participation who violate these General Terms and Conditions or the Marcom Service Terms and Conditions or gain advantages through manipulation.

III. Special conditions

A. Contests/campaigns

1. Tech Data offers its customers prizes from time to time in the form of contests or campaigns, which the respective winners can take possession of. The prizes are considered to be material prizes, vouchers or trips and participation in events ("**winnings**" or "**prizes**"). Participants will be notified separately by email, newsletter, the Tech Data website or in any other way of further information on the promotional period, the content of the promotion, the targets and the prizes of the respective contest or campaign. Tech Data is entitled to suspend the contest or campaign at any time without giving reasons or to unilaterally change the terms and conditions. Recourse through legal action is excluded.
2. By registering for a campaign, the Participant may receive regular information about the campaign via newsletter communication or other channels. Unsubscribing from the communication is possible at any time for the future in the footer area of the newsletter. Systemic campaign-related communications (e.g. information on the degree of target achievement) are excluded from this.
3. Tech Data reserves the right to publish the names of the winners in Tech Data newsletters, on the Tech Data website or on the Tech Data social media platforms with first and last name if the Participant declares his or her consent separately.

4. The decision is made regularly by a lottery. The respective prize will be determined in i) contests and ii) in campaigns with a parity of specified targets by a lottery. Tech Data only warrants that the lot is chosen randomly, not for other circumstances related to the drawing.
5. The condition of each contest and campaign is the availability of the prize at the time of the intended distribution of prizes. Tech Data reserves the right to issue other equivalent models of the respective prizes if a prize is no longer available.
6. Winners will be notified by email within four weeks of the end of the contest or campaign. Non-cash prizes will be made available to the winner immediately at the winner's risk, at the latest within four weeks after receipt of the prize notification. If participation of the winner is not possible for legal or factual reasons, or if the winner does not respond to the prize notification within 30 (thirty) days, the claim to the prize is canceled, and a replacement winner will be drawn from the other Participants following the same procedure.
7. It is not possible to receive a cash payment or to change or exchange the prize. The winners must bear the subsequent costs that are triggered by the respective prize.
8. The transfer of the entitlement to participate or any entitlement to a prize is only possible with the prior consent of Tech Data.
9. If, upon receipt of the prize, the conditions for participation were not met or there was a violation of Clause II. A. 3, the prize is forfeited, and the winner must surrender any service(s) received from Tech Data at his or her own expense.
10. If the prize is a trip or event, the event will be handled solely by the organizer, who will be notified of the winners by Tech Data. The trip/event must always be initiated under the conditions and at the times determined by the organizer. If the trip/event is not initiated at the specified time, then the cancellation of the claim to the prize is at the discretion of Tech Data. There is no entitlement to reimbursement of costs. With the confirmation of the trip/event by the winner, this is subject to the conditions of the respective organizer or the other service provider. Unless expressly agreed otherwise, the winners themselves will organize the journey to or from the respective starting point of the trip/event (airport, train station, etc.). In addition, the winners shall bear the costs incurred thereby, as well as the costs for private expenses such as telephone charges, minibar use or similar matters.
11. Tech Data is only the organizer and not the manufacturer of any material prizes or the organizer of trips and events. Liability for any defects in the material prize and/or poor execution of the trip or event is therefore excluded.

B. Virtual events

1. The Participant is obliged to use the access data received by email for the selected virtual event exclusively him or herself, to keep it secret and to protect it from unauthorized access by third parties.
2. The specified duration of the virtual event is an approximate time

specification and can also be exceeded or undershot if necessary.

3. Tech Data reserves the right to cancel or postpone virtual events. This can be the case, in particular, if the number of Participants is too low or in the event of speaker illness/prevention of attendance. In such cases, Tech Data shall inform the Participants accordingly in good time and, if necessary, announce an alternate date.
4. Tech Data uses external video conference providers such as Zoom, MS Teams, Cisco Webex or Google Meet for the technical implementation of virtual events.
5. Networking functions: Tech Data offers virtual events from time to time, the purpose of which within the framework of a "virtual meeting" is also the interaction of the Participants with the presenter and/or other Participants, so that Marketing Services can in this case include chat, Q&A and video functions (if enabled and used by the Participant) on a fundamental basis. To achieve the purpose of an industry meeting, the Participants can communicate with each other and see each other. If the function of the group chats is used, the chat messages are public within the group of Participants and can be seen by all registered Participants.
6. Tech Data reserves the right to record Live Online sessions, so that Tech Data can also provide the questions and answers on demand. During recording, the Participants are not connected to video or audio. If a recording takes place, this will be informed in advance at the latest during the session. You then have the option of leaving the online session or giving your consent by confirming using the "Continue" button.
7. When participating in virtual events, all applicable laws as well as all rights of third parties must be observed. Content or comments posted by a Participant may not violate applicable law, infringe third-party rights, or in any way jeopardize the reputation of Tech Data or others. Participants must not unreasonably harass third parties (in particular with spam or mail bombing), carry out or promote other anti-competitive activities (such as anti-competitive agreements and the exchange of competitively sensitive information about the platform).

C. Retrieval of lectures, videos, white papers and similar things (materials)

As part of Marcom Services, Tech Data offers materials on products, special subject areas and know-how from time to time for retrieval from our websites. To provide these services, the registration data and further information of the Participant that is required during the retrieval and use of the materials are required.

IV. Taxation of winnings and gifts

The following applies to Participants from Germany:

It should be noted that non-cash prizes and non-cash gifts (e.g. flowers, USB sticks, etc.) within the scope of Marcom Services represent income or benefits within the meaning of the EStG (Income Tax Act) and are taxed by Tech Data in accordance with the flat-rate regulation of Section 37b EStG. The Participant therefore does not have to pay tax on the prizes and benefits received. It is recommended to inform the employer about this process and to submit appropriate evidence. Cash benefits are

excluded from this regulation.

The following applies to Participants from Austria and Switzerland:

The tax in Switzerland and Austria is not assumed by Tech Data and is therefore to be paid by the Participant.

V. Data Privacy

The separate “**DACH Marcom Services Privacy Policy**” is available at de.techdata.com/DACH_Privacy_Policy_Marcom_Services for the processing of the Participant’s personal data by Tech Data.

VI. Compliance

If the Participant is employed by the government or in the public sector or under contract, the Participant confirms that he or she has informed his or her employer about participation in the Marcom Service and that the employer agrees to the intended benefit or prize. For example, the public sector includes (i) an agency of the government or (ii) a company that is owned or controlled by the government.

VII. Liability

1. Unless otherwise stated below, further claims of the Participant - irrespective of the legal grounds - are excluded. In particular, TECH DATA is not liable for loss of profits or other financial losses of the Participant.
2. This exclusion of liability does not apply if the cause of the loss is based on the intent or gross negligence of TECH DATA or one of its vicarious agents or legal representatives, or if TECH DATA has negligently violated a material contractual obligation. Material contractual obligations (cardinal obligations) are those obligations whose fulfillment enables the proper performance of the agreement in the first place, and on whose observance the other parties may generally rely. The liability exclusion also does not apply if TECH DATA has fraudulently concealed a defect or has made a guarantee with regard to the quality of the service, and the purpose of that guarantee was to safeguard the Participant from the asserted loss or damage.
3. In the case of simple negligence, Tech Data’s liability for damages is limited to foreseeable damage.
4. Further liability for damages as provided for above is excluded - irrespective of the legal nature of the asserted claim. This does not apply to claims due to injury to life, body or health, claims pursuant to the Product Liability Act or claims arising from tort or in the event of impossibility for which Tech Data is responsible.
5. Tech Data assumes no liability for the functioning and/or accessibility of the respective websites.
6. Tech Data assumes no liability for data loss, in particular during data transfer, or other technical defects.

7. Claims of the Participant due to non-fulfillment or poor execution or for reasons of other liability of Tech Data shall become statute-barred no later than one year from the occurrence of the facts giving rise to the claim and the corresponding knowledge of the Participant.

VIII. General regulations

1. Should any provision of these GTCs or the Marcom Service Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions. Rather, the provision should be replaced by a provision that is legally permissible and comes closest to the original provision.
2. The law of the country of the Tech Data company that provides the Marcom Service applies, excluding the UN Convention on Contracts for the International Sale of Goods