

# General Terms and Conditions of Marcom Services of the Tech Data DACH Region (as of July 2021)

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



## I. Scope of application

1. Tech Data GmbH & Co. OHG, Tech Data Austria GmbH and Tech Data (Switzerland) GmbH (**“Tech Data”**) are the organisers of competitions, campaigns and live events in the respective countries of Germany, Austria and Switzerland, as well as Liechtenstein and virtual events as well as surveys and providers for the retrieval of lectures, videos and other materials (**“Marcom Services”**).
2. These General Terms and Conditions for Marcom Services (**“Terms and Conditions”**) govern the respective rights and obligations of Tech Data and the participant in the Marcom Services. In addition, Tech Data may regulate further requirements for participation in the Marcom Services separately (including on the Tech Data platform “Digital World”, the website, in newsletters, in the blog, the press, in the Tech Data social media channels) (**“Marcom Service Terms”**). Additional ancillary agreements and deviating agreements require the written confirmation of Tech Data in order to be legally valid.
5. Marcom Services are partly financially and/or substantively supported by manufacturers.
6. Tech Data will provide offers as part of the 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/her consent to the advertising use of his/her data (as described in detail in the respective declaration of consent) during registration.

### B. Contents

1. Any reproduction, distribution, provision, public reproduction, recording, processing, including the production of screenshots, video captures or similar, of the contents, documents, files and other materials provided by Tech Data within the framework of the Marcom Services is prohibited and requires the express written consent of Tech Data.
2. Tech Data assumes no responsibility or liability for the files, content and/or information provided and/or published by manufacturers and participants as well as for content on any linked external websites.

## II. General Terms and Conditions

### A. Participation

1. Participation in the Tech Data Marcom Services is voluntary. Natural persons who are over 18 years of age and have their place of residence in Germany, Austria, Switzerland and Liechtenstein may 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 the Marcom Services organised by Tech Data, proper registration via the Tech Data website is required. By sending his/her 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. In the event that registration is not required for Marcom Services, the participant agrees to accept the Tech Data offer in accordance with the respective Marcom Service Terms and these Terms and Conditions by using the respective Marcom Service. The respective participation contract is thus concluded.
3. The participant is obligated to keep his/her access data secret from unauthorised third parties.
4. Each participant may only register once per promotion/event. 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. Digital World Virtual Event

### A. Functionalities

1. Tech Data offers registered participants on the Tech Data platform “Digital World” the opportunity to participate in virtual interactive events. As part of the Digital World, Tech Data offers the following, in particular:
  - Retrieval of presentations, videos and other materials (**“Contents”**) from Tech Data and/or manufacturers. Firstly, participants can view and/or retrieve Tech Data Contents as part of the Digital World. Secondly, they can also view and/or retrieve manufacturer-financed content and information about their products and services that Tech Data provides within the Digital World as part of manufacturer-financed promotions.
  - Networking and communication functions: The purpose of the Digital World is to interact with the presenter and/or other participants in the context of a “virtual meeting”, meaning that the Marketing Services can include chat, Q&A and video functions (if enabled and used by the participant)

as a fundamental basis in this case. In order 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.

To provide the above functions, the registration data and other information of the participant that arise during a visit and the use of the various functionalities are required (exchange contract).

2. Tech Data assumes no liability for the accuracy, completeness and timeliness of the Contents in the Digital World. As a service provider, Tech Data is responsible for its own content on the "Digital World" platform in accordance with § 7 para. 1 TMG (Telemediengesetz [German Telemedia Act]) or the corresponding local laws in Austria, Switzerland and Liechtenstein. According to §§ 8 to 10 TMG or the corresponding local laws in Austria, Switzerland and Liechtenstein, Tech Data is not obligated as a service provider to monitor transmitted or stored third-party information or to research circumstances that indicate illegal activity. Obligations to remove or block the use of information according to the general laws remain unaffected by this. However, liability in this regard is only possible - if at all - from the time of knowledge of a specific infringement of rights. Tech Data shall immediately review and, if necessary, remove these contents upon becoming aware of such infringements.
3. The specified duration of an event is an approximate time specification and can also be exceeded or undershot if necessary. Tech Data reserves the right to cancel or postpone events. This can be the case, in particular, if the number of participants is insufficient or in the event of illness/the speaker being unable to attend. In such cases, Tech Data shall inform the participants accordingly in good time and, if necessary, announce a replacement date.

## **B. Rights and obligations of the participant**

1. The participant grants Tech Data the simple, non-exclusive right to use and exploit the content provided geographically and with regard to its subject matter; this right is limited to the term of the contract. For the rest, Tech Data may (but does not have to) delete this content after the end of the contract or before (if it is no longer required for the Digital World). The participant is not entitled to terminate the deletion of these files/contents before the expiry of the above-mentioned time periods if it can be proven that there are no rights of third parties to the contrary.
2. When participating in the Digital World, all applicable laws and third-party rights must be observed. Files and content or comments posted by a participant or provided to Tech Data may not violate applicable law, violate third-party rights or jeopardise the reputation of Tech Data or others in any way. Subscribers may not unreasonably harass third parties (especially spam or mail bombing), undertake or promote other anti-competitive actions (such as anti-competitive agreements and the exchange of competitively sensitive information via the platform).
3. The participant assures Tech Data
  - (a) that all files and contents provided or entered by the participant for the execution of the contract (e.g. texts, images, graphics, music and video sequences, drawings) are free from third-party rights that are in whole or in part contrary to the contractual use by Tech Data.
  - (b) not to upload or make available any files or contents to which the participant does not have all the necessary rights (in particular, copyright) and can also prove this. The participant further warrants that he/she is entitled to use these files and contents for the execution of the contract, in particular to provide these files and contents on the internet within the framework of the Digital World.
  - (c) only include links (hyperlinks) to his/her own website and/or pages of his/her group; the participant is solely responsible for the content of the linked pages.
  - (d) that the content and files provided do not violate these General Terms and Conditions, are abusive or violate common decency or that publication for Tech Data is unreasonable for other reasons.
  - (e) that he/she and/or his/her employees in the chats and within the scope of other contact options comply with the provisions of these GTC, in particular observe all applicable laws and all rights of third parties. The participant is responsible for the conduct of his/her employees within the framework of the Digital World as he/she is for his/her own conduct.
4. Upon first request, the participant shall indemnify Tech Data against all claims and rights of third parties, which third parties assert from or on the basis of the files and/or contents uploaded and/or published by the participant (or third parties attributable to them) on the Digital World platform. The visitor shall also assume all reasonable costs (including legal costs) that Tech Data incurs as a result of third parties initiating legal proceedings (in court or out of court) against Tech Data or undertaking any obligations imposed on the participant in these General Terms and Conditions due to a violation of law by the participant or a violation of an obligation imposed on the participant in these General Terms and Conditions. All further rights and claims for damages remain unaffected. In the event of a violation of the law, the participant shall assume sole liability in the internal relationship and all necessary and useful expenses as well as other reasonable costs of judicial and extrajudicial defence of such claims. The aforementioned obligations of the participant shall not apply if the participant is not responsible for the respective violation of the law.
5. If contracts are concluded or initiated between a participant and the manufacturer via or within the Digital World (e.g. via the chat function), Tech Data shall not be involved in this nor does Tech Data vouch for a contracting party. Tech Data is also not obligated to conclude further contracts with the manufacturer or a participant (e.g. regarding the purchase or sale of goods).
6. The participant may not use the visits to advertise for services or products of third parties (which he/she does not distribute himself/herself) (in particular, not for competitors of Tech Data) or to give third parties the opportunity to advertise their services or products. The participant may also not use the Digital World for purposes other than solely for purchase or information about the products/services offered, e.g. not for political or religious advertising.

### C. Technology

1. Tech Data uses external video conference providers such as Zoom, MS Teams, Cisco Webex, Google Meet or other services for the technical implementation of virtual events.
2. 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 audio and sound of the participants are not activated. If a recording takes place, this will be announced in advance at the latest in the session. The participant then has the option of leaving the online session or giving his/her consent by confirming.
3. Tech Data is entitled at any time to make technical changes and to change/adjust the functional scope of the Digital World within the framework of further developments, improvements and updates, as well as to discontinue the operation of the Digital World. In addition, Tech Data is entitled to carry out maintenance work (including updates) and/or other technical work for troubleshooting or error prevention at any time. There are no claims based on such work.

### D. Term

1. The contract begins when you register as a participant on the Digital World registration page and runs for an indefinite period of time. Both parties may terminate the contract at any time with a notice period of 24 hours. The right of both parties to terminate for good cause remains unaffected.
2. Upon termination of the contract, the right to use the services of Tech Data expires. Tech Data can delete all files and contents stored or uploaded by the participant, if applicable.

## IV. Retrieval of lectures, videos, white papers and similar (materials)

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

## V. Competitions/campaigns

1. From time to time, Tech Data offers prizes in the form of competitions or campaigns ("**Promotion**" or "**Promotions**") which the respective winners may dispose over. Prizes, vouchers or travel and participation in events will be raffled off as prizes ("**Prize**" or "**Prizes**"). More detailed information on the period, content, targets and prizes will be communicated to the participant separately by email, newsletter, on the Tech Data website or in any other way. Tech Data is entitled to suspend actions at any time without giving reasons or to unilaterally change the conditions. 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. You can unsubscribe from communication at any time for the future in the footer area of the newsletter. Systemic campaign-related communications are excluded from this (e.g. information about the degree of target achievement).
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, indicating their first and last name, if the participant declares his/her consent separately.
4. The draw will take place regularly. The respective prize will be determined by a lottery in i) competitions and ii) in campaigns with a parity of specified targets. Tech Data only warrants that the lot is chosen randomly, not for other circumstances related to the draw.
5. The condition of each promotion is the availability of the prize at the time of the intended distribution of winnings. Tech Data reserves the right to issue other equivalent alternatives to the respective prizes if a prize is no longer available.
6. Winners will be notified by email within 4 weeks of the end of the promotion. Non-cash prizes will be made available to the winner immediately at the winner's risk, at the latest within 4 weeks after receipt of the prize notification. If participation by the winner is not possible for legal or factual reasons or if the winner does not respond to the prize notification within 30 days, the entitlement to the prize is cancelled and a replacement winner will be drawn from the other participants according to the same procedure.
7. Cash payment or change or exchange of the prize is not possible. The winners must bear the consequential costs caused 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 if there was a violation of Clause II. A. 4, the prize is forfeited and the winner must surrender any service(s) received from Tech Data at his/her own expense.
10. If the prize is a trip or event, the event will be handled solely by the organiser, who will be notified to the winners by Tech Data. The travel/event must generally be started at the conditions and times determined by the organiser. If the travel/event is not started 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. Upon confirmation of the travel/event by the winner, this is subject to the terms and conditions of the respective organiser or the other service provider. Unless expressly agreed otherwise, the winners will organise their own travel to and 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.

11. Tech Data is only the organiser of the Marcom Services and not the manufacturer of any material prizes or not the organiser of travel. Liability for any defects in the material prize and/or poor performance of the travel event is therefore excluded.

## VI. Taxation of winnings and contributions

1. The following applies to participants from Germany: It should be noted that prizes and gifts in kind (e.g. flowers, USB sticks, etc.) within the framework of the Marcom Services constitute income or benefits within the meaning of the EStG (Einkommensteuergesetz [Income Tax Act]) and are taxed by Tech Data in accordance with the flat-rate regulation of § 37b EStG. The participant, therefore, does not have to pay tax again on the winnings and benefits received. It is recommended to inform the employer about this process and to submit appropriate evidence. Monetary benefits are excluded from this regulation.
2. The following applies to participants from Austria, Switzerland and Liechtenstein:  
The taxation is not taken over by Tech Data and is therefore to be carried out by the participant.

## VII. Data protection

For the processing of the participant's personal data by Tech Data, the separate **"DACH Marcom Services Data Protection Policy"** is available at [de.techdata.com/DACH\\_Datenschutz\\_Marcom\\_Services](https://de.techdata.com/DACH_Datenschutz_Marcom_Services).

## VIII. Compliance

If the participant is employed by the government or in the public sector or under contract, then the participant confirms that he/she will inform his/her employer about participation in the Marcom Service and the employer agrees to the intended benefit or prize. For example, the public sector includes (i) an authority or (ii) a public-law company.

## IX. Liability

1. Unless otherwise specified below, further claims of the participant are excluded - irrespective of the legal grounds. In particular, Tech Data is not liable for lost profits or other financial losses of the participant.
2. This release from liability does not apply if the cause of the damage is based on intent or gross negligence on the part of Tech Data or one of the vicarious agents or legal representatives or if Tech Data has negligently breached an essential contractual obligation. Essential contractual obligations (cardinal obligations) are those obligations whose fulfilment makes the proper implementation of the contract possible in the first place and on whose compliance the other party may regularly rely. The release from liability shall also not apply if Tech Data has fraudulently concealed a defect or has assumed a guarantee with regard to the quality of the service and this guarantee is specifically intended to protect the participant against the asserted damages.
3. In the event of simple negligence, Tech Data's obligation to pay compensation is limited to the foreseeable damage.
4. Any further liability for damages than foreseen above is excluded - regardless of the legal nature of the asserted claim. This does not apply to claims due to injury to life, body or health, claims according to the Product Liability Act or claims 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, and other technical defects.
7. Claims of the participant due to non-fulfilment or poor performance or for reasons of other liability of Tech Data shall become time-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 GTC 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.