



*#myaletschmoment*

# Terms and Conditions of Entry

## 1. Guidelines and privacy policy for the use of the hashtag #myaletschmoment

1.1. Instagram: The website [www.aletscharena.ch/myaletschmoment](http://www.aletscharena.ch/myaletschmoment) presents curated content that has been publicly published on Instagram and which is tagged with the hashtag #myaletschmoment. If you want to share photos or videos on Instagram with us, this can be done by using the hashtag #myaletschmoment on a public profile. The posts are reviewed within approx. 24 hours and selectively displayed unedited on the website [www.aletscharena.ch/myaletschmoment](http://www.aletscharena.ch/myaletschmoment) with a link to the original post on Instagram. The website is updated hourly. We presume that you own the rights to the photos and that the persons depicted in them agree to the photo being shared. If you are under 18, a parent or guardian must give permission for a photo to be shared. We are not liable for content posted by third parties. If you choose to provide your personally identifiable or other information publicly in any user content, you do so at your own risk. If you do not agree with your post being displayed, please contact [marketing@aletscharena.ch](mailto:marketing@aletscharena.ch) to have it removed from [www.aletscharena.ch/myaletschmoment](http://www.aletscharena.ch/myaletschmoment). We reserve the right to exclude posts that do not comply with generally accepted netiquette (see paragraph 7.3: Exclusion from participation). Please note, therefore, that there is no guarantee that a post will be published on the website [www.aletscharena.ch/myaletschmoment](http://www.aletscharena.ch/myaletschmoment).

1.2. The competition is free to enter.

## 2. Competition procedure

2.1. The competition begins on 5 June 2021 and ends on 24 October 2021. This is how it works:

- Take a photo or video in the Aletsch Arena in summer or autumn.
- Post the photo or video publicly on Instagram #myaletschmoment.

2.2. The winners of the three prizes will be announced at the end of the competition.

## 3. Prizes and winner selection

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1st Prize: Two nights for two persons in a double room in the Aletsch Arena at Hotel Eggishorn, Fiescheralp, including breakfast and a 3-day Aletsch Discovery Pass

2nd Prize: 2x 2 Aletsch Discovery Passes

3rd Prize: 2x Mountain Lunch Package

- 3.1. The winners will be drawn at random. The photos and videos are not judged and all have an equal chance.
- 3.2. Any one entrant (natural person or Instagram account) can win a maximum of one prize. However, each entrant may submit multiple photos or videos (hereinafter referred to as "entries").

## 4. Closure

- 4.1. Prizes cannot be redeemed for cash, substituted, exchanged or transferred to another person. If a winner chooses to forego a prize, it will be awarded to the next-placed winner, circumstances permitting. The presentation of the prizes will be arranged individually with the winners.
- 4.2. Winners will be notified of the prizes in a timely manner via Instagram and asked for confirmation.
- 4.3. If the winner does not respond within a reasonable period (14 days) after two requests, the prize may be transferred to another entrant.

## 5. Availability

- 5.1. The Organiser advises that the availability and function of the competition cannot be guaranteed. The competition may be terminated or removed due to external circumstances and constraints without this giving rise to any claims by entrants against the Organiser.

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5.2. This may include technical problems, rule changes or decisions by the Instagram and Facebook platforms.

## 6. Liability

6.1. The Organiser accepts no liability for loss or damage with respect to the entries.

6.2. The Organiser shall not be liable for:

- Errors during the transmission of data.
- Technical faults of any kind.

6.3. The Organiser shall be liable without limitation insofar as the loss or damage is attributable to intent or gross negligence.

6.4. Subject to sections 7.1 and 7.2, the Organiser shall be liable for the breach of material obligations involving slight negligence where this jeopardises the realisation of the purpose of the contract, or for the breach of obligations essential to the proper running of the competition and where the contractual partners regularly rely on their being fulfilled. In this case, however, the Organiser shall be liable only for foreseeable damage typical for the contract. The Organiser shall not be liable for the slightly negligent breach of other obligations than those specified in the preceding sentences.

6.5. The above limitations of liability shall not apply in the event of injury to life, limb or health, in the case of a defect following the assumption of guarantees of the quality of a product and in the event of fraudulently concealed defects. Liability under the Product Liability Act remains unaffected.

6.6. Insofar as the liability of the Organiser is excluded or limited, this shall also apply to the personal liability of employees, representatives and subcontractors of the Organiser.

## 7. Exclusion from participation

7.1. In the event of a violation of these Terms and Conditions of Entry, the Organiser reserves the right to exclude entrants from the competition.



- 7.2. Furthermore, false personal data and the use of “fake profiles” can lead to participants being disqualified. In such cases, prizes may be revoked, even in retrospect, and/or reclaimed.
- 7.3. In addition, the Organiser reserves the right to exclude individual entrants from taking part in the competition where the photos or the user name or nickname provided by the entrant infringe the rights of third parties and/or contain abhorrent, threatening, discriminatory, insulting, racist or pornographic content or nudity and/or violence.

## 8. Premature termination or cancellation of the competition

- 8.1. The Organiser is entitled to prematurely terminate, suspend or modify the competition if unforeseen circumstances beyond the Organiser’s control occur which make the original implementation difficult or unreasonable for the Organiser. This includes in particular, but is not limited to, the unauthorised intervention of third parties, technical problems with hardware or software that are beyond the control of the Organiser as well as infringements of rights that are directly related to the execution of the competition, in particular manipulative interference with the competition process.

## 9. Data privacy policy

- 9.1. Aletsch Arena AG is authorised to publish the names and photos of the winners in all advertising media, on the internet and in the press.
- 9.2. Personal data relating to winners and entrants will not be shared with third parties.
- 9.3. Aletsch Arena AG cannot be held liable for the loss of data on transmission or for any other technical malfunctions.
- 9.4. Entrants may at any time, in written or text form, request information from the Organiser about what personal data is stored by the Organiser, may demand its correction or deletion and may revoke data usage consents. For questions regarding the collection, processing or use of personal data, for information, correction, blocking or deletion of data, please contact: [marketing@aletscharena.ch](mailto:marketing@aletscharena.ch).



### 10. Rights of use, indemnity and responsibility

10.1. By entering the competition, the entrant guarantees that

- he/she has produced the uploaded content himself/herself and at his/her own expense and is thus the sole owner of the relevant copyrights and rights of use to the transmitted content,
- the content of the entry was unequivocally captured in the Aletsch Arena, so that it is also entirely evident to a guest that the photo or video was shot in the Aletsch Arena. In case of doubt, the Organiser shall decide on participation in the competition.
- the content is free of third-party rights and can be used in any form. This includes the understanding that the entrant is entitled to the depiction of all objects, buildings and persons visible in the entries, including any personal and/or name rights of all third parties depicted, mentioned or otherwise included in the content.
- the content posted by him/her does not violate any pertinent legal or official provisions or offend common decency (i.e. in particular any content that is pornographic, racist, unsuitable for young people or glorifies violence, incites hatred or is offensive).

10.2. If one or more persons are recognisable in the entry, they must agree to the photo being published. Ideally, written permission should be obtained.

10.3. Should third parties nevertheless assert claims for infringement of their rights, the entrant shall indemnify the Organiser against all claims at the first request, including the reasonable costs of legal defence.

### Notes and terms of Facebook and Instagram.

In addition to these Terms and Conditions of Entry, the relationship between the entrant as an Instagram user and Instagram is governed by Instagram's Terms of Use

<https://help.instagram.com/47874555885251> and Privacy Policy:

[facebook.com/help/instagram/155833707900388](https://facebook.com/help/instagram/155833707900388)

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In addition to these Terms and Conditions of Entry, the relationship between the entrant as a Facebook user and Facebook is governed by Facebook's Terms of Service <https://www.facebook.com/terms.php> and Data Policy: <https://www.facebook.com/terms.php>

Neither Instagram nor Facebook are the organisers of this competition. Entrants may not make any claims against Instagram or Facebook arising in connection with their use of the competition app or their entering the competition. Instagram and Facebook are neither obligated nor entitled by the competition.

Entrants acknowledge that both the competition app and the competition are in no way sponsored, endorsed, organised by or associated with Instagram or Facebook.

All enquiries and notices regarding the competition should be directed to the Organiser and not to Instagram or Facebook.

### Final provisions

1. The judges' decision is final.
2. Swiss law shall apply.
3. Should any of these provisions be or become invalid, the validity of the remaining provisions shall not be affected.

## Data privacy policy

See general [Data Privacy Notice \(DSGVO\)](#)