

General Terms and Conditions for Registration for **ESOR**

Social Media Giveaway running from December 15, 2024

until January 15, 2025

- For the purposes of these Terms and Conditions, "The Promoter" refers to The European School of Radiology. The "Prize" refers to 365 days of subscription the <u>ESR Premium Education Package</u>.
- By entering the competition, you agree to be bound by these terms and conditions. All entries must be received by 23:59 CET on January 15, 2025. One (1) winner in will be selected at random by The Promoter on February 1, 2025, and the winner will be notified on or after this date.
- One (1) winner will be chosen at random from all entrants and across all platforms.
- No purchase necessary. Winners will not be required to pay to enter the competition.
- Entrants must be over 18 years old on the date of their entry.
- Employees of The Promoter are not eligible to enter.
- Neither Meta (formerly Facebook), LinkedIn, X (formerly Twitter) nor any other third parties are in any way affiliated or involved in the competition.
- Only one entry per person, per social media platform, per competition will be accepted.
- Each entrant shall enter the competition via either Facebook, Twittter or LinkedIn by sharing a photo or short description of their favourite ESOR event or course from the past, tagging ESOR on the appropriate platform and using the hashtags #myESOReducation and #ECR2025
- The Prize will be awarded to a randomly selected winner who has entered on Instagram, using a <u>random number generator</u>. The Promoter will not be held liable if the named prize becomes unavailable or cannot be fulfilled.
- The Promoter will not be held liable for any failure of receipt of entries. The Promoter takes no
 responsibility for any entries which are lost, delayed, illegible, corrupted, damaged, incomplete or
 otherwise invalid.
- To the extent permitted by applicable law, The Promoter's liability under or in connection with the competition or these terms and conditions shall be limited to the cost price of the Prize in question.
- To the extent permitted by applicable law, The Promoter shall not be liable under or in connection with these terms and conditions, the competition or any Prize for any indirect, special or consequential cost, expense, loss or damage suffered by a participant even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by the participant and the promoter and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.
- Prizes are non-negotiable, non-transferable and non-refundable. No cash alternative is available. Where a Prize becomes unavailable for any reason, the promoter reserves the right to substitute that prize for a prize of equal or higher value.
- The name, address, email address and phone number of the winner must be provided to The Promoter if requested and will be shared to enable fulfilment of the Prize.

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- To enable fulfilment of the Prize, the Promoter will contact the Winner immediately upon being confirmed. The Promoter reserves the right to draw a new winner, if the current winner does not respond within 10 business days. In such case, no claims to any prize or other compensation can be made.
- Receipt of the prize will be immediate and may not be postponed.
- In the event of unforeseen circumstances beyond The Promoter's reasonable control, the promoter reserves the right to cancel, terminate, modify or suspend the competition or these terms and conditions, either in whole or in part, with or without notice.
- The Promoter's decision is final. No correspondence will be entered into.
- The winner's name and social media username may be posted on the social media profiles of The Promotor after the winner has been selected.

Place of Performance/Applicable Law/Place of Jurisdiction

- 1.1. The place of performance of any duties and obligations for both the European School of Radiology and the participant shall be Vienna.
- 1.2. Any contractual relationship with the European School of Radiology shall be subject to Austrian law, with the exception of the Vienna Convention on the International Sale of Goods.
- 1.3. The place of jurisdiction shall be 1010 Vienna. The European School of Radiology shall also be entitled to pursue any claim before the courts of law competent for the defendant's domicile or general residence.