

Terms & Conditions

These Terms & Conditions regulate the Usercentrics Affiliate Program Competition (the "Competition"). The Competition aims to reward Affiliates based on the criteria described herein. By entering into the Program, you agree to these Terms and Conditions.

1. Eligibility

- 1.1. The Usercentrics Affiliates Program is open to all Usercentrics Affiliates ("Participants") who have an active Partnership Agreement in place with Usercentrics GmbH or its managed and advised entities and its affiliates* (individually and collectively, "Usercentrics").
- 1.2. Individual natural persons are not eligible to participate in the Usercentrics Affiliates Program on their own behalf.

2. Duration of the Usercentrics Competition

- 2.1. The Competition runs from 15 November 2024 until 31 January 2025 (the "Competition Period"). Any entries received before the opening and after the closing of the Competition Period will be invalid and will not be entered into the competition.
- 2.2. Usercentrics may at its sole and absolute discretion extend or terminate the Contest Period at any time without any prior notice to any party ("the Extended Period"). Unless an Extended Period is announced, any submissions after the end of the Competition Period (due to any reason) shall be rejected. Any participation in the Competition during the Extended Period (if any) shall be governed by these Terms and Conditions which shall remain in full force and effect.

3. How the Competition Works

- 3.1. Participants entering the Competition will have the opportunity to submit their entry and supporting documentation by sending an email to affiliates@usercentrics.com or through the Survey available inside the Impact account.
- 3.2. The Competition shall consist of three categories: "Best Optimization," "Most Creative Problem Solved," and "Most Creative Design." Only the "Best Optimization" category is eligible for a Performance Bonus described in Section 5
- 3.3. Entries from the categories described in this Section 3 will be compiled by Usercentrics. Usercentrics reserves the right to showcase submission materials on social media, on our own channels or with other partners (with the Participant's consent).

4. The Competition Criteria

- 4.1. The Competition's winning criteria is determined by Usercentrics. Usercentrics reserves the right to amend and change the Competition's winning criteria at its sole discretion without having to assign any reason whatsoever.
 - 4.2. Participants are allowed to submit multiple entries. However, Participants can only be selected as Winner once.
 - 4.3. The ten winners will be judged on the following criteria:
 - 4.3.1. Content must be original and created specifically for this competition
 - 4.3.2. Content must be publicly accessible and published on or after the competition start date;
 - 4.3.3. Content must prominently feature or discuss details of Cookiebot CMP;
 - 4.3.4. Content must align and respect your existing Affiliate Program Terms & Conditions;
 - 4.3.5. No misleading or false claims about the product are allowed;
 - 4.3.6. Content must not contain offensive, discriminatory, or inappropriate material;
 - 4.3.7. Submissions must include the Impact affiliate tracking link(s);
 - 4.3.8. Each affiliate may submit multiple pieces of content for consideration;
 - 4.3.9. Content must remain live and unaltered for 12 months after the competition ends;
 - 4.3.10. Usercentrics reserves the right to disqualify any content that doesn't meet these criteria;
 - 4.3.11. Winning content may be used by Usercentrics for promotional purposes (with credit);
 - 4.3.12. Judges' decisions are final and no correspondence will be entered into regarding results.
5. Performance Bonus
- 5.1. Each of the winners of the Competition based on the criteria set out in Section 4.3 above will be eligible to receive a Performance Bonus as a voucher to a spa with a maximum worth of 300€.
 - 5.2. Usercentrics reserves the right to substitute any of the Performance Bonuses stipulated within Clause 5.1 with amounts of equivalent or lesser value and without prior notice.
 - 5.3. Each Winner will be notified by email, and will have 72 hours to decide whether to accept the Performance Bonus, which shall be communicated by email to channelpartners@usercentrics.com. If the Winner declines the Performance Bonus or does not respond within 72 hours, such Participant will be deemed to have waived their ability to collect the Performance Bonus.

- 5.4. In order for a Winner to receive the Performance Bonus, they must submit an invoice to Usercentrics at invoices@usercentrics.com within thirty (30) days, with the correct amount of the bonus to be paid.
6. Assignment of Rights
 - 6.1. Participants assign to Usercentrics the irrevocable, world-wide non-exclusive right, free of charge and unlimited in time, to reproduce the contributions entered, to disseminate them, to produce sections of them, to process them (in particular as regards digitization or encryption of the contributions) or for other purposes to use or publish them, to make them publicly accessible, to mail them or otherwise to exploit them commercially or non-commercially individually or in part, on their own or in connection with others (e.g., with audio and/or visual recordings and/or together with other illustrations), in all known types of media and forms of exploitation as well as regards intellectual property rights in all unknown types of media and forms of exploitation.
 - 6.2. The assignments herein shall apply in particular worldwide to advertising, promotion, sales and merchandising purposes and to the use of the name, the image and the photo of each Participant in this context, free of charge and at its own sole discretion. The Participant expressly agrees that it will receive no remuneration for the use of the contribution.
 7. Participant Warranties and Indemnification
 - 7.1. By entering the Competition, Participants warrant that all information submitted by them is true, current, and complete.
 - 7.2. Participants warrant that they have all rights in connection with the submission, and that such submission does not infringe upon or violate the rights of any company or individual.
 - 7.3. Participants warrant that their submission(s) do(es) not violate any global privacy law, including without limitation the European Union General Data Protection Regulation ("GDPR") or the Privacy and Electronic Communications Directive 2002/58/EC on Privacy and Electronic Communications.
 - 7.4. Participants found to violate these warranties and these Terms and Conditions will be disqualified from the Competition and will be required to indemnify Usercentrics for any damages or costs incurred as a result of such violations, including without limitation attorneys fees.

8. Fraud Prevention

8.1. Through this competition Usercentrics relies on the warranties set out by participants. Usercentrics reserves the right to disqualify any participant for fraudulent activity, untruthful submissions, or behavior against the spirit of fair competition.

9. Privacy

9.1. Personal data will be handled in accordance with the GDPR and the Usercentrics Privacy Policy, ensuring data security and confidentiality.

10. Liability and Indemnification

10.1. Usercentrics is not liable for any damages or losses arising from a Participant's participation in the Competition. Usercentrics further accepts no responsibility or liability arising from the content of any submission by Participants.

10.2. The Participant shall defend, indemnify, and hold harmless Usercentrics against any third-party claims which are asserted against Usercentrics arising out of the Participant's submission.

11. Modifications and Termination

Usercentrics reserves the right to modify or terminate these Terms and Conditions at any time without prior notice. Any changes will be communicated to all participating Partners through the appropriate channels.

12. Miscellaneous

The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

13. Governing Law

The Competition and these Terms and Conditions are subject to the laws and regulations of Germany.

14. Dispute Resolution

Any disputes arising out of or in connection with this Competition shall be resolved amicably. In the event of unresolved disputes, the courts of Munich, Germany shall have exclusive jurisdiction.

15. Tax Responsibility

Participants are responsible for any taxes that may be applicable to the Performance Bonus they receive.