



## TERMS & CONDITIONS OF PARTICIPATION Unique Light Show Challenge

(as of September 2024)

This challenge is organized by XAL GmbH, Auer-Welsbach-Gasse 36, 8055 Graz, Austria. Please direct all questions concerning this challenge to [katharina.klieber@xal.com](mailto:katharina.klieber@xal.com).

1. The Unique Light Show Challenge (hereinafter the "Challenge") is open to professional lighting designers aged 18 years and over residing within the European Union, United Kingdom or Switzerland, who participate in the Unique Light Show Challenge during September and October 2024.

2. Employees or agencies of XAL (hereinafter "XAL", "We") and its related companies as well as their family members, or anyone else connected with the Challenge may not enter the Challenge.

3. Participants of the Challenge agree to have accepted these Terms and Conditions.

4. By submitting your personal information you agree to receive information from XAL containing offers and developments that we think may interest you. You are entitled to revoke this agreement at any time.

5. To take part in the Challenge, participants have to sign up for the Challenge under <https://xalgroup.com/uniquelightshow/> and upload a registration video, confirm these Terms and Conditions as well as the data protection notice. Only complete entries including one uploaded registration video will be considered.

6. Only one participation per person may be submitted. Participations in the name of another person will not be accepted and joint participations are not permitted.

7. XAL accepts no responsibility for entries that are lost, delayed, misdirected, incomplete or cannot be recorded for technical or other reasons. We reserve the right to delete and not consider entries with inappropriate or offensive content.

8. The closing date of the Challenge is October 13<sup>th</sup>, 2024 at 23:59 CET and the winner will be announced and notified on October 14<sup>th</sup>, 2024 via phone call or via e-mail. Participations outside this period will not be considered.

9. Among the participants in accordance with these Terms & Conditions 3 (three) persons will be eligible to win the following prize (hereinafter "Prize"):

- creation of a unique light show using the UNICO system at the city hall in Graz, Austria, including a personalised soundtrack, which will be defined and created together with programming and sound experts;
- a city trip to Graz from December 9<sup>th</sup>, 2024, to December 11<sup>th</sup>, 2024 with a companion, including transport to Graz from destinations within the EU, UK or Switzerland, accommodation in a modern 3-star hotel in the centre of Graz incl. breakfast and one dinner;
- participation in the presentation and video shoot of the Unique Light Show Challenge created in advance on December 10<sup>th</sup>, 2024 and
- the winner's lighting show will be presented on XAL's social media channels and website in early 2025.

10. The winners' price equals in a worth of approx. EUR 3.000,00 each.

11. XAL accepts no responsibility for any costs associated with the Prize and not specifically included in the Prize.

12. The most creative participants will be awarded the Prize. The winners will be selected by a jury of experts on October 7<sup>th</sup>, 2024. The winners will be notified on October 7<sup>th</sup>, 2024 via phone or e-mail including further information about the Prize and further procedure. The winners need to accept within 48 hours of being notified by XAL. After 48 hours the winner's Prize will be forfeited and XAL shall be entitled to select another winner (and that winner will have to respond to notification of their win within 48 hours or else they will also forfeit their Prize). If the winner rejects their Prize or the entry is invalid or in breach of these Terms and Conditions, the winner's Prize will be forfeited and XAL shall be entitled to select another winner.

13. The Prize is non-exchangeable, non-transferable, and is not redeemable for cash or other products. XAL retains the right to substitute the Prize with another prize of similar value in the event the original Prize offered is not available.

14. The winner may be required to take part in promotional activity related to the Challenge and the winner shall participate in such activity on XAL's reasonable request. This may include photographs and/or film recordings (including sound). The winner consents to the use by XAL and its related companies, both before and after the closing date of the Challenge for an unlimited time, of the winner's voice, image, photograph, registration video and name as well as the created unique light show including sound design for publicity purposes (in any medium, including still photographs and films, and on the internet, including any websites hosted by XAL and its related companies) and in advertising, marketing or promotional material without additional compensation or prior notice and, in entering the Challenge, all entrants consent to the same.

15. The winner agrees that their data being automatically processed by XAL during this Challenge. This data will not be disclosed to third parties but may be used by XAL for the purposes as described above.

16. XAL accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the Challenge or accepting the prize.

17. XAL reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Challenge with or without prior notice.

18. All disputes arising out of or in connection with these Terms & Conditions shall be governed by the laws of Austria and subject to the exclusive jurisdiction of the competent courts of Graz, Austria.