

Terms and conditions of participation for the “Here’s to a new start” promotion.

Miles & More

1. Organiser

Miles & More GmbH, Main Airport Centre, Unterschweinstiege 8, D-60549 Frankfurt, Germany (referred to below as “MMG”) is organising the “Here’s to a new start” promotion (referred to below as “promotion”) on the miles-and-more.com/newstart website during the specified period.

2. Promotional period and participation

The promotional period begins on 2.8.2021 (9 a.m. CET) and ends on 30.11.2021 (11:59 p.m. CET).

3. Eligibility, implementation and management

All Miles & More members can take part in the promotion providing they have reached the age of 18 at the time of participation, have their place of residence in Germany, Austria or Switzerland, and have not been excluded from taking part in accordance with the conditions specified below, or by MMG. Likewise, applications for other persons who also meet the above criteria and who consent to their participation may also be submitted. Lufthansa Group employees and their family members are excluded from taking part. MMG is entitled to exclude individual participants with just cause. In such cases, if necessary, prizes may be retroactively disallowed and recalled.

To take part, applicants must register/apply for the promotion within the period from 2.8. to 15.9.2021 on the miles-and-more.com/newstart website, where they can submit their wish. Wishes with a value of up to 8,000 euros will be considered. Participants who have been shortlisted with their wish by an internal MMG jury will then be contacted by MMG by email and invited to submit a short application video. The video gives participants the opportunity to present their wish in more detail, and gives MMG the chance to get to know the participants. Three winners will be chosen by an internal MMG jury to have their wish fulfilled by MMG from the participant videos submitted. MMG will contact the winners by email by 30.9.2021 to inform them about what happens next, and will film their wish being fulfilled.

MMG reserves the right to effectively communicate the awarding of prizes and the fulfilment of wishes publicly on its media channels (the miles-and-more.com website, the app and social media channels [e.g. Facebook and LinkedIn]) in the form of images and videos.

4. Usage rights to video material

The selected participants declare their consent to MMG’s use of the images and/or video material that they have recorded and submitted. In addition, the applicants agree that the submitted and/or recorded images and/or video material may be irrevocably duplicated, exhibited, disseminated, published or in any other way used and exploited in unaltered or altered form and without any restriction of the factual, spatial and temporal scope of use by MMG or third parties (in particular companies belonging to the Group or agencies commissioned by MMG), and hereby transfer to MMG at no charge the corresponding exclusive, perpetual and transferable right of use to the images and/or video material. This also includes, in particular, the digitisation, (digital) editing, redesign, retouching and the combining of images and video material with text, as well as the use of the recordings for montages. The selected applicants declare that they are entitled to grant the above-mentioned usage rights and that no third party is entitled to rights to the images and video material that would impair the use of said images and video material by MMG. The applicants also waive the right to be named as author in connection with the use of the images and video material.

5. Prize

Three applicant wishes will be awarded and fulfilled. There is no entitlement to a different prize. The prize cannot be altered or exchanged. It is not possible to provide a cash alternative (even partially). Prize entitlements are not transferable to other persons. The prize will be forfeited without substitution if it is not accepted within the time frame specified in the email.

6. Data protection

As the organiser of the promotion, MMG processes personal data in order to carry out and manage the promotion. MMG collects the following personal data for this purpose: last name, first name, place of residence, date of birth, Miles & More service card number and email address, as well as the application video submitted. In the event of a win, the winners’ first name, the first letter of their surname, their home town, their country and their wish will be published on the miles-and-more.com/newstart website and on the other channels specified.

The legal basis for processing is Art. 6(1)(1)(b) GDPR. We may use third-party service providers to carry out the promotion. If these are commissioned processors under Art. 28 GDPR, the service providers will be carefully selected and will work exclusively to our instructions. They provide sufficient guarantees to comply with their obligations under data protection law. Your personal data will be erased as soon as it is no longer required for the purposes specified. However, if necessary, we must continue to store your data until the retention obligations and deadlines set by the legislator or supervisory authorities expire. These may derive from the German Commercial Code (Handelsgesetzbuch) and the German Tax Code (Abgabenordnung), and generally amount to six to ten years. We may also retain your data until the statutory limitation periods have expired (usually three years, but up to 30 years in some cases), providing this is necessary for establishing, exercising or defending legal claims. The relevant data is then routinely erased. As the data subject, you can exercise the following rights where the respective statutory conditions exist: right to information, Art. 15 GDPR, right to rectification, Art. 16 GDPR, right to erasure (“right to be forgotten”), Art. 17 GDPR, right to restrict processing, Art. 18 GDPR, right to data portability, Art. 20 GDPR, and right to object, Art. 21 GDPR. **Concerning the right to object, Art. 21 GDPR: for reasons arising from your specific situation, you have the right to object to the processing of your personal data at any time based on Art. 6(1)(1)(e) or (f) GDPR. We will then no longer process the personal data that concerns you, unless we can prove that there are compelling reasons for the processing that are worthy of protection and that outweigh your interests, rights and freedoms, or if the processing is used to enforce, exercise or defend legal claims. You can object to the processing of your personal data at any time.** In order to exercise your rights, you may use our [“GDPR – request for information” contact form at miles-and-more.com](#). So that we can process your application and identify you, please note that we will process your personal data in accordance with Art. 6(1)(c) GDPR. You also have the right to lodge a complaint with a supervisory authority, Art. 77 GDPR in conjunction with Section 19 of the Federal Data Protection Act (Bundesdatenschutzgesetz). If you have any questions about data protection at Miles & More, please contact the Group data protection officer (e.g. by post to Group Data Protection Officer, FRA CY, D-60546 Frankfurt am Main, Germany, or by email to datenschutz@dlh.de). You can find information about the processing of your personal data as part of the Miles & More programme or your use of the Miles & More programme website miles-and-more.com and/or the app at miles-and-more.com/datenschutz.

7. Changes to the terms and conditions of participation and termination of the promotion

MMG reserves the right to amend the terms and conditions of participation at any time. If individual provisions of the terms and conditions of participation should be or become invalid, the validity of the remaining terms and conditions of participation shall remain unaffected. Furthermore, MMG reserves the right to terminate or suspend the promotion at any time without prior notice. This applies in particular for any reasons that may disrupt or prevent the planned operation of the promotion.

8. Limits of liability

MMG shall not be liable for any losses, in particular those which may arise as a result of errors, delays or interruptions when using the website; during transmission; in the event of disruption to technical systems and services; due to inaccurate content, the loss or deletion of data, viruses or in any other way in the course of participation, unless such losses are caused by MMG through wilful intent or gross negligence. The exclusions of liability stated above do not apply in the event of injury to life, physical injury or injury to health. Furthermore, the exclusions of liability do not apply in the case of the negligent infringement of duties which are essential to the fulfilment of the proper operation of the promotion, the infringement of which compromises the achievement of the contractual purpose and on whose fulfilment participants may generally rely; in such cases, MMG is only liable for foreseeable losses typical to the contract.

9. Miscellaneous

The decision of the organisers is final. We would like to point out that any winnings from this promotion may be subject to income tax. Any taxes on winnings are to be borne by the winners themselves and paid to the relevant tax authority.