Participation Conditions for Prize Competitions of Bregaglia Maloja Turismo

1. Organiser

This prize competition is organised by Bregaglia Maloja Turismo (BMT).

Bregaglia Maloja Turismo
Strada cantonale 140
CH-7605 Stampa

Any questions regarding the competition may be directed to:

E-mail: info@bregaglia.ch
Tel.: 081 822 15 55

In case of doubt, the General Terms and Conditions in Italian are decisive.

2. Eligibility

All natural persons residing in Switzerland or in the neighbouring countries (Liechtenstein, Germany, Austria, Italy and France) who are at least 18 years old at the time of participation are eligible to participate.

Employees of the organiser, persons involved in conducting the competition, automated services and other commercial or professional participants are excluded from participation.

The organiser also reserves the right to exclude other persons from participation at its own discretion for valid reasons, in addition to the persons mentioned above. Such a reason exists, for example, if it is established that participants have violated the prohibition on multiple participation or have otherwise interfered with the proper conduct of the competition.

3. Participation

Participation in the competition is free of charge. Only one participation is permitted.

Multiple participation is prohibited. The submission of multiple entries will result in exclusion.

Participation is permitted only in one's own name. Participation on behalf of third parties is not permitted.

The use of another person's details or false information is also prohibited.

Participation in the competition is independent of the purchase of goods or the use of paid services. The organiser reserves the right to block e-mail addresses or users in the event of violations.

Depending on the competition, participation takes place by e-mail, by completing the relevant form or by commenting on the corresponding social media platform. By sending the e-mail and participating, participants confirm that they accept these participation conditions. Only complete entries will be considered.

4. Participation Data

When participating, the information specified under Section 3 must be provided.

The data required for conducting and administering the competition will be collected and stored by the organiser in accordance with the applicable legal provisions. Further details are provided in the privacy policy.

In the case of competition prizes provided by third parties and identified in the competition announcement, the winners' contact details will be forwarded to the respective partner for the purpose of delivering or shipping the prize. Participants will be informed of the partner before participating in the competition.

By participating, participants confirm that no third-party rights are infringed.

Bregaglia Maloja Turismo decides at its own discretion whether and what information will be published in connection with the competition. In the event of a win, participants agree to the publication of the name corresponding to the username provided on the platform. No other personal data will be disclosed under any circumstances.

5. Participation Deadline

The participation deadline is specified in the respective competition. Entries received after this date will no longer be included in the prize draw.

6. Awarding of Prizes

The winners will be selected at random after the competition has ended.

Their names may be published on social media platforms, and they will be contacted by e-mail.

The winners will be contacted immediately after the competition has ended, generally within 48 hours.

The winners must respond to the organiser by e-mail within 96 hours of being contacted. Otherwise, the prize will be awarded to another participant and the right to claim the prize will expire. It is the responsibility of the winners to ensure that they can properly receive e-mails from the organiser, particularly with regard to spam/junk mail settings etc.

Prizes in kind will be sent to the address provided by the winners. Prizes in kind cannot be converted into a cash payment. The winners are responsible for the payment of any applicable taxes.

Legal recourse is excluded. No correspondence regarding the prize draw will be entered into, except with the winners.

7. Expiry of Entitlement

If a prize cannot be delivered to an identified person, the right to claim the prize expires.

The right to claim the prize also expires if the identified person refuses to accept the prize.

The same applies if it is discovered only after the prize draw that the winning person was excluded from participation or that grounds for exclusion existed.

8. Early Termination

The organiser reserves the right to modify, suspend or terminate the competition at any time without prior notice.

In such a case, there is no entitlement to the selection of a winner. The organiser decides at its own discretion whether the competition will be repeated and whether entries already submitted must be submitted again.

9. Legal Recourse and Liability of the Organiser

No correspondence regarding the competition will be entered into. Legal recourse is excluded.

There is no enforceable right to the payment of prizes.

The organiser is liable only for intent and gross negligence as well as for negligent injury to life, physical integrity or health. It cannot be guaranteed that communication via the Internet will always be error-free and available.

Furthermore, the organiser assumes no liability if e-mails or submitted data do not meet the specified requirements and therefore cannot be transmitted. The organiser is also not liable in the event of theft or destruction of data. The same applies in the event of unauthorised alteration or manipulation of data by participants or third parties.

10. No Liability for Third-Party Websites

The organiser expressly points out that, by publishing links, it is in no way responsible for the content of the linked websites and accepts no liability in this regard.

11. Severability Clause

Should individual provisions of these participation conditions be invalid or should there be a regulatory gap, the validity of the remaining provisions shall remain unaffected. The invalid or missing provision shall be replaced by a provision that comes as close as possible to the purpose of the agreement and the applicable legal provisions.

12. Disclaimer Regarding Social Media Platforms

The prize competitions are not associated with the social media platforms on which they are conducted and are in no way sponsored, endorsed or organised by these platforms.

Participation in the competition includes the complete release of the respective platform from any liability. Legal claims against the operators of the platform are therefore excluded.

13. Applicable Law and Place of Jurisdiction

In the event of disputes, Swiss law applies exclusively. The place of jurisdiction is Bregaglia / Graubünden (Switzerland).