



General Terms & Conditions

of SPOOKS GmbH for online trading at www.spooks.de/.com | Current status 10/2020

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Section 1 Miscellaneous, contracting parties, scope

1. Exclusively the following Terms and Conditions as amended at the time of your order (referred to hereinafter as "T&C") will apply to the contracts for the delivery of products from the SPOOKS collection that are presented and offered in this web shop; these contracts are concluded between the shop provider, SPOOKS GmbH, Oberbech 8, 51519 Odenthal, Germany, Managing Director: Thekla Viktoria Dieckmann, phone: +49 (0) 2202 - 96 96 1-0, email: info@spooks.com (referred to hereinafter as "SPOOKS" or "we/us"), commercial register: District Court of Cologne, HRB number: HRB 73776, VAT ID no.: DE279517810 at the domains www.spooks.de (in German) and www.spooks.com (in English) (referred to hereinafter as "website" or "online shop") and you as our customer (referred to hereinafter as "Customer" or "you"). Any deviating terms and conditions as defined by the Customer shall not be recognised unless SPOOKS has explicitly confirmed their validity in writing.
2. The online shop is intended exclusively for consumers. Customers are classified as consumers if they are natural persons who enter into legal transactions for purposes that are predominantly outside their trades, businesses or professions. In contrast, entrepreneurs are natural or legal person or a legal partnership who or which, when entering into a legal transaction, act in the exercise of their trade, business or profession. These T&C shall also apply if deliveries or services are provided unconditionally, despite awareness of the customer's conflicting T&C.

Section 2 Conclusion of the contract

1. The offers are intended for customers in countries around the world who have a billing and shipping address. The "Delivery & Shipping" tab contains a list of countries to which we do not deliver.
2. Orders and other declarations of intent of any kind are only legally binding for us if they are submitted in German or English.
3. Upon submitting an order, the Customer confirms that he or she is acting in his or her capacity as a consumer.
4. By recognising these T&C, the Customer declares that they have reached the age of 18 and are therefore legally competent, or, if the customer is not yet 18, that by recognising these T&C they have reached the age of 7 and have obtained consent from their parent or guardian prior to placing the order.
5. The presentation and advertising of goods and vouchers on the website does not constitute a binding offer by SPOOKS to enter into a purchase contract and is instead an invitation to our customers to submit an offer to us.
6. The Customer may select goods and vouchers from the SPOOKS range and then collect them in a shopping cart by clicking the ADD TO CART button. You can delete products from the shopping cart or change the quantity at any time. Clicking the PROCEED TO CHECKOUT button take the customer to pages for entering shipping, payment and invoice details. Registration is not required to complete this process. The Customer guarantees the accuracy of the entered data. During payment, the Customer can enter a discount and/or gift voucher code, which are then deducted from the order amount. Clicking NEXT takes the Customer to the order summary.
7. The Customer clicks the PLACE ORDER button to send the order form provided on our website and to make a binding offer to purchase the goods and/or vouchers listed in the order summary. Before submitting the order by selecting PLACE ORDER, the Customer can view and edit the order at any time. The request to enter into a contract can only be submitted and transferred if the Customer has accepted these contract terms and hence included them in the request to enter into a contract by clicking the checkbox "Yes, I agree to the general terms and conditions and the privacy policy and I have taken note of my legal right of withdrawal".
8. We are entitled to accept the Customer's offer within 2 days and within 3 days for offers submitted from outside the EU.
9. We will not confirm our acceptance of your offer if delivery of the goods ordered by you is not possible, for example if they are not in stock. A contract will not be concluded in this case.
10. Once we have received the Customer's order, we will send a confirmation of receipt to the Customer by email; this email lists the details of the order. This automatic confirmation of receipt does not constitute an acceptance of the offer to enter into a contract and instead merely documents that SPOOKS has received the Customer's order.
11. The purchase contract between us and the Customer is only concluded when we accept the offer through timely dispatch of the ordered goods (or by sending the voucher by email in the case of digital vouchers) or by confirming our explicit acceptance in writing (also by email).
12. In the event that our acceptance – also by sending the ordered goods – does not take place in good time, your offer will be invalid, without requiring separate confirmation from us.



13. Contracts are concluded in German or alternatively in English if you order from a non-German speaking country.
14. In the case of payment in advance, the goods will not be shipped until the full purchase price and shipping costs have been credited to our account.
15. In particular, we will not accept orders for quantities that exceed the customary scope of personal use or if we have doubts as to the reliability of the information provided to us (payment method, addresses).
16. Should you order several products at the same time, the individual products may nevertheless be delivered at different times. Section 266 German Civil Code (BGB) remains unaffected. Shipping costs will only be charged once in this case.
17. The goods offered by SPOOKS on its website are digital photographs of the real products. Minor deviations between their depiction and reality do not constitute a material defect. There may therefore be minor differences between the digital presentation of the goods and the actual goods that are caused by factors over which we have no influence, screen settings for instance.

Section 3 Prices and shipping costs

1. The prices stated on the website at the time of the respective order shall apply.
2. All prices are quoted in EURO and include the applicable statutory value added tax plus any shipping costs.
3. From an order value of 49.90 EUR, SPOOKS will bear the shipping costs associated with delivery to Germany. For order values below this, the shipping costs amount to 4.90 EUR.
4. From an order value of 49.90 EUR, SPOOKS bears the shipping costs associated with delivery within the EU. For order values below this, the shipping costs amount to 7.90 EUR.
5. From an order value of 79.90 EUR, SPOOKS bears the shipping costs associated with delivery to Switzerland. For order values below this, the shipping costs amount to 9.90 EUR.
6. We offer express shipping for certain orders. You can see whether this option is offered for your order and the costs involved in the ordering process.
7. If the specified delivery time for express orders is exceeded, you will be refunded the express shipping costs.

Section 4 Terms of payment, limitation of offsetting

1. Customers can choose the following methods to pay for items purchased in the SPOOKS online shop.
 - Klarna (purchase on account);
 - SofortÜberweisung;
 - Credit card (MasterCard, Visa Card, American Express);
 - PayPal;
 - Amazon Pay;
 - Advance payment;
 - SPOOKS gift vouchers.
2. In cooperation with Klarna Bank AB (publ) Sveavägen 46, 111 34 Stockholm, Sweden, We allow customers from Germany, Austria and the Netherlands to use Klarna as a payment option. In this case, the purchase price must be paid in full within 14 days of invoice receipt. This service is only available following a positive credit rating check. We will therefore forward your data to Klarna to perform an address and credit rating check while taking steps prior to entering into a contract and during performance of the purchase contract. More information about payment on account is available [here](#). For Klarna's Terms and Conditions, click [here](#).
3. Where the "SofortÜberweisung" payment method is selected, payments are made via the provider Sofort GmbH, Theresienhöhe 12, 80339 Munich, a company within the Klarna Group (referred to hereinafter as "Sofort GmbH"). In the SofortÜberweisung method, we are sent real-time payment confirmation by Sofort GmbH and can start with the performance of our obligations immediately. If you select SofortÜberweisung as your payment method, you transfer the PIN and a valid TAN to Sofort GmbH, which it uses to log into your online banking account. Sofort GmbH automatically checks your account balance after logging in and then uses the TAN you provide in order to transfer the money to us. More information about the "SOFORT" payment method is available [here](#).
4. Customers that select online payment methods (e.g. PayPal, Amazon Pay, SofortÜberweisung etc.) authorise us explicitly to collect the due amounts.
5. You need an Amazon customer account in order to make payments using Amazon Payments Europe s.c.a., 38 avenue John F. Kennedy, L-1855 Luxembourg. In this case, a payment order is sent to the



- payment service provider Amazon Payments when the order is submitted. The invoice amount will then be debited from your Amazon Payments customer account. For more information, click [here](#).
6. Payments by credit card are organised in cooperation with PAYONE GmbH, Lyoner Strasse 9, 60528 Frankfurt am Main. PAYONE GmbH debits the invoice amount from the Customer's credit card account. More information about this payment method is available [here](#).
 7. Where payment by PayPal is selected, fulfilment is organised via the payment services provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg, based on the PayPal terms and conditions of use, which can be viewed [here](#), or – if the Customer does not have a PayPal account – based on the terms and conditions of payments without a PayPal account, which can be viewed [here](#). Customers may be restricted in regard to the available payment methods based on a check that is performed by the payment services provider PayPal.
 8. If you select the “Advance payment” payment method, please transfer the invoice amount to the following SPOOKS GmbH account: Account holder: Spooks GmbH at VR Bank Berg eG: IBAN: DE56 3706 9125 2014 6500 19; BIC: GENODED1RKO
 9. In each order and/or for each article we offer for sale, we reserve the right to refrain from allowing certain payment methods and to request other alternatives instead.
 10. Payment of the purchase price is due immediately after conclusion of the contract. If the due date for payment is defined by the calendar, the Customer shall be automatically in default by missing the deadline. In this case, the Customer must pay to SPOOKS default interest of 5 percentage points above the base interest rate.
 11. The Customer's obligation to pay default interest is without prejudice to the enforcement by SPOOKS of additional default damages.
 12. The Customer is not entitled in dealings with SPOOKS to offset claims, unless such claims are legally established or undisputed. The Customer is also be entitled to offset against claims by SPOOKS if the Customer asserts notices of defects or counterclaims that refer to the same purchase contract.

Section 5 Terms of delivery, transfer of risk, reservation of title, delivery time

1. Shipment takes place by dispatch ex warehouse to the delivery address provided by the customer.
2. Unfortunately, it is not possible for customers to pick up their goods.
3. If the billing address is outside the EU, the shipping address must not be inside the EU.
4. If the shipping address is outside the EU, the billing address must not be inside the EU.
5. The maximum value of one shopping cart for each order, excluding shipping costs, for all customers is EUR 950.00 gross or EUR 798.00 net.
6. The delivery times are as stated in the ordering process and are shown to the customer on the individual product detail pages and before the order is placed. SPOOKS bears the shipping risk.
7. Express orders received by us by 2:00 pm CET on workdays (Mon.–Fri.) will be handed over to our shipping service provider on the same day.
8. Express orders will be handed over to our shipping service provider
 - 8.1. on the following workday (Mon.–Fri.) if they are received by us after 2:00 pm CET on Mondays to Thursdays;
 - 8.2. on the following Monday if they are received by us after 2:00 pm CET on Fridays, Saturdays or Sundays;
 - 8.3. on the following workday (Mon.–Fri.) if they are received by us on national public holidays and/or on public holidays in North Rhine-Westphalia.
9. Our shipping service provider only delivers express orders from Monday to Friday. Express orders are not delivered on Saturdays.
10. If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall notify the customer of this without delay and at the same time inform them of the estimated new delivery deadline. If the service is also not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will reimburse any consideration already provided by the customer without delay. In particular, non-availability of the service in this sense is if we do not receive timely deliveries from our own suppliers, if we have concluded a congruent hedging transaction, neither we nor our supplier are at fault or we are not required to procure the items in individual cases.
11. The ordered goods shall remain the property of SPOOKS until full payment has been made for all purchased items delivered to the Customer.
12. Where no or no deviating delivery time is indicated for the respective goods in our online shop, it shall be 2–3 workdays within the Federal Republic of Germany. In the case of advance payment, the delivery period shall begin on the day after issue of the payment order to the transferring bank and on the day after conclusion of the contract for all other payment methods. If the last day of the



period is a Sunday or an official public holiday at the place of delivery, delivery shall take place on the next workday.

Section 6 Return shipping costs

1. We bear the costs of returning the goods if you use the DHL return label provided by us for a return within Germany.
2. If you do not use our DHL return label, you must bear the direct costs of the return shipment. Please note that we unfortunately cannot refund postage costs afterwards.
3. You will find a link to our DHL returns portal at www.spooks.de/dhl-retourenportal.
4. Return shipping costs for, at the time of the order, reduced articles are always to be borne by the buyer.
5. In the event of an unjustified return of reduced items via our DHL returns portal, the corresponding return costs will be deducted from the purchase price refund. The return costs for an unjustified return from Germany are 4.90 EUR incl. VAT.
6. Returns from abroad are always to be borne by the buyer. Please send your return sufficiently stamped to the following address: SPOOKS GmbH, Oberbech 8, 51519 Odenthal/ Germany.
7. Unstamped or insufficiently stamped returns will not be accepted by us and will be returned to the sender.

Section 7 Warranty for material defects

SPOOKS shall be liable for material defects according to the applicable statutory provisions.

Section 8 Liability

1. The Customer shall have no right to claim compensation for damages. Excluded from this are claims for damages by the Customer arising from injury to life, limb or health or from the violation of material contractual obligations (cardinal obligations), as well as liability for other damages that are based on an intentional or grossly negligent breach of duty by SPOOKS, its legal representatives or vicarious agents. Material contractual obligations are those whose fulfilment is necessary to achieve the objective of the contract and on whose fulfilment the Customer may ordinarily rely.
2. In the event of a breach of material contractual obligations, SPOOKS shall only be liable for the foreseeable damage that is typical for the contract if it was caused by simple negligence, unless the Customer's claims for damages are based on injury to life, limb or health.
3. The restrictions of subsections 1 and 2 also apply in favour of the legal representatives and vicarious agents of SPOOKS if claims are asserted directly against them.
4. The limitations of liability resulting from subsections 1 and 2 shall not apply insofar as SPOOKS has fraudulently concealed the defect or has assumed a guarantee for the quality of the item. The same shall apply insofar as SPOOKS and the Customer have reached an agreement on the quality of the item. The provisions of the Product Liability Act (ProdHaftG) remain unaffected.

Section 9 Questions regarding orders or complaints

Questions about orders, returns and/or complaints should be directed to our customer service:

E-Mail: service@spooks.com
Telephone: +49 (0) 2202 96 96 1-0
Fax: +49 (0) 2202 96 96 1-99

You can reach our customer service Monday to Friday from 8:00 am - 05:00 pm. Except for national holidays and public holidays in North Rhine-Westphalia.



Section 10 Cancellation policy

*** START OF THE CANCELLATION POLICY ***

RIGHT OF REVOCATION

The right of revocation applies exclusively to consumers according to Section 13 BGB!

You have the right to cancel this contract within fourteen days without giving reasons. The cancellation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, took possession of the goods or, in the case of partial deliveries, the last delivery.

In the case of a contract for several goods which you have ordered under a single order and which are delivered separately, the cancellation period is fourteen days from the day on which you or third party named by you, who is not the carrier, takes or took possession of the last goods.

In the case of a contract for the delivery of goods in several consignments, the cancellation period is fourteen days from the day on which you or third party named by you, who is not the carrier, takes or took possession of the last consignment or item. In order to exercise your right of withdrawal, you must inform SPOOKS GmbH, Oberbech 8, D-51519 Odenthal, phone +49 (0) 2202 96 96 1-0, fax +49 (0) 2202 96 96 1-99, email: service@spooks.com by means of a clear statement (e.g. a letter, fax or email sent by post) of your decision to cancel this contract.

You may use our cancellation form template for this purpose. However, this is not mandatory. You can also fill out and submit the cancellation form template or another clear declaration electronically by using the contact form on our website. SPOOKS provides information concerning the cancellation form template in accordance with the statutory provisions as follows: In order to comply with the cancellation period, it is sufficient that you send notification of your intention to exercise the right of withdrawal before the end of the cancellation period.

CONSEQUENCES OF REVOCATION

If you cancel this contract, we will refund all payments we have received from you, including shipping costs (other than any additional charges due to your choice of a different method of delivery to the cheapest standard delivery offered by us), immediately and no later than fourteen days from the date on which we receive notice of your cancellation of this contract. We will provide the refund by the same means of payment that you used for the original transaction, unless explicitly agreed otherwise with you. Under no circumstances will you be charged for this refund. We may refuse to provide a refund until we have received the goods back from you or until you have provided proof that you have returned the goods, whichever is earlier.

You must return or hand over the goods to us immediately and in any case within fourteen days at the latest from the day on which you informed us of your cancellation of this contract. Returning the goods before the end of these fourteen days is sufficient for adherence to the period.

The following applies to the costs of returning the goods: We will bear the costs of returning the goods if you use the DHL return label provided by us for a return within Germany. The costs of returning the goods will otherwise be borne by you. The buyer must pay the costs of returning reduced items. If reduced items are returned to us without justification using our DHL returns portal, the costs of returning the goods will be deducted from the purchase price refund. The costs of returning goods from Germany without justification are EUR 4.90, including VAT.

You will only be liable for any depreciation in the value of the goods if this depreciation is due to handling of the goods which exceeds the scope that is necessary for testing the nature, properties and functions of the goods.

REVOCATION FORM

(Please complete this form and send it back to us if you wish to cancel the contract).

To SPOOKS GmbH, Oberbech 8, D-51519 Odenthal, phone +49 (0) 2202 96 96 1-0, fax +49 (0) 2202 96 96 1-99, email: service@spooks.com

- I/we (*) hereby cancel the contract concluded with me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)
- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)



- Signature of the consumer(s) (only if the form is returned by post)
- Date

(*) Delete as applicable

REASONS THAT INVALIDATE OR VOID THE RIGHT OF REVOCATION

The right of revocation applies only to items that have not been customised or modified. There is no right of revocation for items that have been personalised.

*** END OF THE CANCELLATION POLICY ***

Section 11 Voluntary right of return up to 30 days after receipt of the goods

1. We extend to you, without prejudice to your statutory right of withdrawal, a voluntary right to return goods for up to 30 days after their receipt. This does not apply to gift vouchers. This right of return entitles you to cancel the contract even after the 14-day cancellation period (refer to the cancellation policy) by returning the goods to us within 30 days of receipt (this period begins the day after receipt of the goods).
2. Punctual shipping is sufficient for compliance with this period. However, exercising this voluntary right of return is predicated upon you having used the goods – insofar as is possible – merely to check that they fit in a manner that would be customary in a physical retail outlet and upon you having returned the goods to us completely, in their original condition, without damage and where possible in their original packaging. Should you no longer be in possession of the original packaging, please obtain alternative, suitable packaging to ensure adequate protection from damage during transport. We are entitled to refuse acceptance of the returned goods if these requirements are not satisfied. Alternatively, as in the case of the statutory right of withdrawal, we may demand compensation for depreciation in value during the voluntary 30-day right of return if the depreciation in value was caused by handling the goods in a manner which was not necessary for testing their condition, properties and functions.
3. The following applies to the costs of returning the goods: We will bear the costs of returning the goods if you use the DHL return label provided by us for a return within Germany. The costs of returning the goods will otherwise be borne by you. The buyer must pay the costs of returning reduced items.
4. If the goods are returned in accordance with this voluntary right of return, we will refund the purchase price upon receipt of the goods. We will provide the refund by the same means of payment that you used for the original transaction. You will not be charged any fees.
5. The voluntary right of return does not apply to the delivery of goods that are not prefabricated and whose production required individual selection or instructions by the customer, or which are evidently tailored to the personal needs of the customer. Your statutory rights, including your statutory warranty rights, will not be restricted in this regard.
6. The relevant statutory conditions shall continue to apply until the end of the statutory cancellation right. The voluntary right of return does not affect your statutory warranty rights.
7. The voluntary right of return does not apply to the purchase of gift vouchers or to the return of free articles or free gifts according to section 16 and bundle offers according to section 21.

Section 12 Customer account

1. Customers that have registered in the online shop for a personal customer account can still access their orders by selecting the menu item "MY ORDERS". The Customer may still view the Terms and Conditions on this page and download them to his or her computer at any time.
2. Each Customer may have only a single customer account with SPOOKS at any one time.
3. We reserve the right to delete multiple accounts.

Section 13 Discount vouchers that are not for sale, promotional vouchers & discount codes

Promotional vouchers & discount codes are discount vouchers (referred to hereinafter as "discount vouchers") which cannot be purchased from us, but which we issue with a certain expiry date as part of



advertising campaigns or as a gesture of goodwill. The following terms of use apply to the redemption of discount vouchers:

1. The amount of the discount or the percentage discount granted, the expiry date, the minimum order value, and the items for which a discount voucher can be used are indicated in the corresponding advertising or promotional campaign.
2. Discount amounts are always stated in EUROS.
3. Only one discount voucher can be redeemed for each order/shopping cart. However, the discount voucher can be combined with one or more gift vouchers.
4. Discount vouchers have a limited period of validity and may be restricted to a certain minimum order value or particular products, campaigns or categories.
5. Discount vouchers may only be used once per Customer and be redeemed only at www.spooks.de/.com.
6. The value of the goods must be at least equivalent to the amount of the discount voucher. Any difference to a higher value of goods can be compensated for with the payment options offered.
7. Discount vouchers cannot be used to purchase already reduced items, gift vouchers and sets.
8. Discount vouchers can no longer be redeemed if they are issued with a stipulated minimum order value and this minimum order value is not reached due to the return of one or more items. In this case, the discount amount will be deducted from the refund amount.
9. Where the right to cancellation is exercised, only the discounted or reduced sales price will be credited.
10. Discount vouchers will not be refunded if you return some or all of the goods.
11. Discount vouchers can only be redeemed prior to completion of the order process. They cannot be redeemed later on for purchases that have already been made. Discount vouchers cannot be transferred to third parties. It is not permissible to combine several discount vouchers, except where the parties have reached an alternative agreement.
12. Discount vouchers cannot be exchanged or redeemed for cash.
13. The publication and transfer of discount vouchers for commercial purposes are prohibited.
14. Once you have received the discount voucher, SPOOKS will accept no responsibility for its loss, theft, destruction or unauthorised redemption.
15. SPOOKS reserves the right to cancel or block a discount voucher without notification if there is a legitimate reason for such action, for example in the event of loss or misuse of the discount voucher.
16. Separate promotional terms that deviate from these provisions may apply to discount vouchers. SPOOKS will draw attention to the separate promotional terms in the specific advertising or promotional campaign.

Section 14 Gift vouchers, gift cards & Pdf-Vouchers

Gift vouchers in the form of gift cards or in digital form as a PDF file (referred to hereinafter as "gift vouchers") can be used to purchase items from SPOOKS. The following terms of use apply to the purchase and use of gift vouchers:

1. Gift vouchers are issued exclusively in EUROS.
2. VAT is not payable on the purchase of gift vouchers.
3. Gift vouchers can only be redeemed for the purchase of products in the online shop at www.spooks.de/.com, but not for the purchase of other gift vouchers.
4. Gift vouchers can only be redeemed prior to completion of the order process.
5. Gift vouchers are transferable and can be used by any person in possession of the voucher and have a validity of three years, starting from the end of the year in which the purchase was made. The voucher amount expires at the end of the validity period.
6. Gift vouchers are non-interest bearing and cannot be exchanged or redeemed for cash or credit. Exceptions apply only in countries where it is required by law that the equivalent value of a gift voucher/gift card must be paid out.
7. To use the SPOOKS gift vouchers, the Customer must enter the voucher code printed on the gift voucher card in the "GIFT VOUCHER CODE" window during the ordering process.
8. The value of your gift voucher is deducted from the total value of your order (the price of the product(s), VAT and shipping costs if applicable).
9. If the value of the gift voucher card exceeds the invoice amount, the remaining credit will be credited to the voucher until the end of its validity and can be redeemed for another purchase by re-entering the voucher code.
10. If the invoice amount exceeds the total value of the gift voucher, the difference can be settled using another payment method approved by SPOOKS, or by entering more gift voucher codes in the same



order process. In this case, the goods will not be shipped until the outstanding balance has been received in full.

11. Gift voucher cards are sent by post. If you order a gift voucher card together with other SPOOKS items, you will usually receive the voucher card together with the other items.
12. Digital gift vouchers are sent by email as a PDF attachment.
13. If you return goods that were originally paid for using a gift voucher, you will be refunded for the corresponding amount in the form of a new gift voucher, which will be sent by post or email.
14. SPOOKS is not liable for gift vouchers that are lost, stolen, destroyed, or used without authorisation or for typos in email addresses and will not provide compensation for any losses.
15. The duplication, editing or manipulation of gift vouchers is prohibited.

Section 15 (Online) competitions

The following terms and conditions apply to participation in online competitions organised by SPOOKS (referred to hereinafter as the “organiser” or “SPOOKS”):

1. By entering a competition, each participant accepts these terms and conditions, as well as any and all special conditions of participation or rules of the competition that have been announced.
2. Only persons aged 18 and over are eligible to participate and win prizes. Minors below the age of 18 may only participate if they have obtained written permission from their legal guardians to enter the competition. Employees of SPOOKS and all other persons who were or are involved in organising the competition are excluded from taking part.
3. By entering the competition, each participant consents to the storage by SPOOKS of their personal data (first name and surname, age, email address) that is necessary for the competition on electronic storage media, as well as to the use of this data for competition purposes in compliance with data protection laws. The participant provides assurances by entering the competition that all the information he or she provides is truthful. Where the participant has given consent to the use of his or her personal data for internal marketing purposes (e.g. newsletters and special offers etc.), the data will also be used for this purpose (refer to our privacy policy). Postal participation and/or participation by fax are not permitted.
4. The prizes will be awarded as indicated. Additional benefits (e.g. travel, expenses, other products etc.) are only included in the prize if these benefits are explicitly stated in the competition.
5. The winners will be selected privately and at random from all participants at the end of the designated competition period and will receive their prize after notification. For this purpose, the participant consents to the transfer of the necessary personal data to a possible sponsor of the competition who provides the prizes.
6. Non-cash prizes cannot be exchanged or redeemed for cash. The prize is only available in the discretionary amount as indicated by the organiser. The organiser is entitled at any time and at its own discretion to award to the winner an equivalent prize of medium type and quality as a substitute. Claims to prizes cannot be transferred. Postage to send the prize to another country, as well as any subsequent costs incurred by the winner in connection with the prize, is not included.
7. Where the prize is won by a participant who has not provided a postal address, the participant will be contacted by email and requested to provide a postal address. The winner is then obliged to reply within a period of no more than 4 weeks (notification period). The claim to the prize will lapse if the participant does not report back within the notification period. This shall apply accordingly to ineligible participants. The organiser reserves the right in this case to draw another winner and to notify this winner to this effect. The organiser will not send out reminders before the end of the period. Competitions that are held on the SPOOKS fan page and/or on the SPOOKS Instagram profile will be decided by a random draw at the end of the stated period. Winners will be notified by @Mention or repost including @Mention or by means of a personal message concerning the prize and will be asked to send contact details by email within 14 days. Fees are not charged for participation in the competition. Participants must only pay for any costs of their own internet connection to the competition web pages. Participation and the likelihood of winning are in no way connected to the purchase of products or the order of services.
8. Where participation requires the creation and transfer of a work (e.g. a photo, video, written entry or other files etc.), the participant provides assurances that they are the sole owners of all rights of use and exploitation to the materials they have submitted. By submitting the entry, the participant agrees that these works may be published by SPOOKS for the purposes of the specific competition, in particular for advertising the competition and for announcing the winners. Publication may take place in the media that SPOOKS uses for the competition (e.g. its Facebook or Instagram profile, the SPOOKS website). In addition, SPOOKS is entitled, without limitation in time or territory, to publish the work for further advertising purposes (e.g. on radio, Internet, TV, for commercial exploitation, for advertising or promotion, sales and merchandising purposes). The organiser does not accept liability



- for any materials submitted, without prejudice to a liability for culpable intent or gross negligence. SPOOKS is entitled to destroy all materials submitted after the end of the competition.
9. SPOOKS has the right to exclude from the competition any participants who manipulate or attempt to manipulate the participation process, the competition and/or the offer, culpably violate the terms and conditions of participation or otherwise attempt to exert unfair influence on the competition and/or the participation process, in particular by disturbing, threatening and/or harassing SPOOKS employees or other participants in the competition. In such cases, SPOOKS shall be entitled to confiscate and reclaim retroactively any prizes awarded and to draw a replacement winner.
 10. SPOOKS reserves the right to cancel a competition at any time for good cause or to change its terms and conditions of participation – even without notification – with effect for the future. This applies in particular to cases of force majeure or if the competition cannot be carried out or continued for other organisational, technical or legal reasons or if manipulations become apparent. Participants are not entitled to any claims against the organiser in these cases. The organiser's decisions are binding and final for all participants.
 11. The organiser is not liable for the availability of the Facebook website and the Instagram website. The organiser accepts no responsibility for any legal infringements by participants in connection with the competition. The organiser is liable without limitation for gross negligence or culpable intent and in accordance with the Product Liability Act (ProdHaftG) or other mandatory legal requirements. The organiser is liable without limitation for slight or minor negligence in the event of damage to life, limb or health. The organiser is otherwise only liable for slight or minor negligence in the event that an obligation is violated whose fulfilment is necessary from the outset for the proper execution of the competition, whose violation places achievement of the competition purpose at which and upon whose adherence the participants/winners may ordinarily rely (cardinal duty). The organiser's liability for the violation of cardinal duties is limited to foreseeable damages that are typical for this kind of contract. The organiser is discharged from all obligations upon issue of the prize to the winner. A claim to the prize shall lapse in the event that the prize cannot be awarded for reasons that are attributable to the winner.
 12. In no way are our online competitions sponsored, supported or organised by Facebook, Instagram or other social networks or media. SPOOKS is the sole and only contact and controller.
 13. The invalidity of individual provisions of these terms and conditions of participation, now or in the future, does not affect the validity of these terms and conditions as a whole. The law of the Federal Republic of Germany applies. The organiser's decision is final.

Section 16 Free items & give-aways

1. SPOOKS offers its customers free items in the online shop from time to time (referred to hereinafter as "give-aways") in return for placing orders with a particular minimum order value. Additional information on the minimum order value in each case, as well as information on the value of the free give-aways, is provided in the specific advertising or promotional campaign and during the ordering process.
2. Customers may remove give-aways from the order at any time prior to completion of the order process.
3. In the event that the order falls below the minimum order value due to the exercise of a cancellation right, the customer must return the give-away to SPOOKS unused and unworn
 - a. together with the products affected by the cancellation or,
 - b. the declared value of the give-away will be deducted from the refund amount if explicitly requested by the customer or implicitly inferred due to their failure to return the give-away.

Section 17 Electronic Communication

You agree that contract-related communication may take place in electronic form (see Privacy Policy).

Section 18 Liability for External Links

We refer on our pages with links to other pages on the Internet. The following applies to all these links: We expressly declare that we have no influence on the design and content of the linked pages. We therefore hereby expressly distance ourselves from all contents of all linked third-party sites and do not adopt these contents as our own. This declaration applies to all links shown and to all contents of the pages to which links lead.



Section 19 Copyright

1. The content and structure of the SPOOKS online shop and the other websites operated by SPOOKS are protected by copyright.
2. All texts, images, graphics, sound, video and animation files are subject to copyright, trademark law and other laws for the protection of intellectual property. Some pages also contain images, graphics, sound, video and animation files that are subject to copyright, trademark law and other laws for the protection of intellectual property that are owned by those who provided them. Except where explicit prior consent has been given by SPOOKS, it is prohibited to copy or use these works for anything other than personal use. It is also prohibited to forward these works, publish them elsewhere, duplicate or disseminate them whether in an original or modified form. This applies to any and all media and to all cases of use on other websites.

Section 20 Special offers, sales, deals of the day

1. Temporary special offers and daily promotions are offered in the online shop, for instance the "Deal of the Day".
2. These offers are indicated on the website by a strikethrough price and an individual "%" amount.
3. These offers apply only for as long as stocks last in all cases.
4. Only a small stock of these promotional items is available. We assume that these stocks will not be adequate to satisfy demand in full.
5. Customers must bear the costs of return delivery for these items.

Section 21 Set- Items, Bundles

1. The online store temporarily offers special offers in the form of so-called "sets" or "bundles" (hereinafter referred to as "bundle" or "bundle offer"). We are neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration panel.
2. The bundles consist of at least 2 items and are marked by a so-called strikethrough price and an individual "%" amount, so that this results in an offer price for the respective bundle. This offer price is only valid if the bundle is purchased.
3. The bundle offers are generally only valid while stocks last.
4. During the ordering process, the customer has the opportunity to remove the bundles from the order at any time before completing the order.
5. If a bundle is not returned in its entirety, but only one or more items in the bundle are returned, the offer price is no longer valid and the remaining, retained items in the bundle will be charged at the original prices shown in the respective offer at the time of purchase. For further details on the prices valid at that time, please refer to the input mask in the order process and the information in the shopping cart.
6. The resulting difference will be deducted from the refund amount for the returned item(s).
7. The voluntary right of return is not applicable according to §11 No.7.
8. Customers must bear the costs of return delivery for these items.

Section 22 Online dispute resolution

9. The European Commission has provided a platform for online dispute resolution (ODS). You can access this dispute resolution platform by selecting the following link: <http://ec.europa.eu/consumers/odr/>. You will find our email address in the Imprint.
10. We are neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration panel.

Section 23 Final provisions

1. The law of the Federal Republic of Germany shall apply to contracts between SPOOKS and the Customer, excluding the UN Convention on Contracts for the International Sale of Goods. The statutory provisions restricting the choice of law and stipulating the applicability of mandatory provisions, in particular in the state in which the Customer as a consumer has their habitual residence, shall remain unaffected.
2. The invalidity of one or more provisions shall not affect the validity of the contract as a whole. Where applicable, the invalid clauses will be replaced by the statutory provisions.