

Digital Experience Monitoring - Pulse Survey 2022

Prize Draw Terms and Conditions

1. The prize draw (the "Prize Draw") is open to people aged 18 and over who provide their email address after completing the survey.
2. Employees or agencies of panagenda ("panagenda", "We") its group companies or their family members, or anyone else connected with the Prize Draw may not enter the Prize Draw.
3. Entrants into the Prize Draw shall be deemed to have accepted these Terms and Conditions.
4. By submitting your personal information, you agree to receive emails from panagenda containing offers and developments that we think may interest you. You will be given the opportunity to unsubscribe on every email that we send.
5. To enter the Prize Draw you must complete the panagenda Digital Experience Pulse Survey 2022 and submit a real name and a proper business email address. No purchase is necessary. If you have any questions about how to enter or in connection with the Prize Draw, please e-mail panagenda at marketing@panagenda.com with 'panagenda Digital Experience Pulse Survey 2022' in the subject line.
6. Only one entry per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed. Non-business email domains will not be considered for the Prize Draw.
7. panagenda accepts no responsibility is taken for entries that are lost, delayed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason. Proof of delivery of the entry is not proof of receipt by panagenda.
8. The closing date of the Prize Draw is 23:59 PST on April 24, 2022. Entries received outside this time period will not be considered.
9. One winner will be chosen from a random draw of entries received in accordance with these Terms and Conditions. The draw will be performed by a random computer process. The draw will take place on Tuesday April 27, 2022.
10. The winner will receive a Sony Xbox One S, 1TB console or equivalent product from the Xbox One product line.
11. panagenda accepts no responsibility for any costs associated with the prize and not specifically included in the prize.
12. The winner will be notified by email on or before April 29, 2022 and must provide a postal address to claim their prize. If a winner does not respond to panagenda within 14 days of being notified by panagenda, then the winner's prize will be forfeited and panagenda shall be entitled to select another winner in accordance with the process described above (and that winner will have to respond to notification of their win within 14 days or else they will also forfeit their prize). If a 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 panagenda shall be entitled to select another winner.
13. The prize will be sent to the winner by panagenda by post.
14. The name and country of the winner can be obtained after April 29, 2022 on the panagenda web site www.panagenda.com and by sending a stamped addressed envelope to the following address: panagenda GmbH, Schreyvogelgasse 3/10, 1010 Vienna, Austria.
15. The prize is non-exchangeable, non-transferable, and is not redeemable for cash or other prizes.

16. panagenda retains the right to substitute the prize with another prize of similar value in the event the original prize offered is not available.
17. The winner may be required to take part in promotional activity related to the Prize Draw and the winner shall participate in such activity on panagenda reasonable request. The winner consents to the use by panagenda and its related companies, both before and after the closing date of the Prize Draw for an unlimited time, of the winner's voice, image, photograph and name for publicity purposes (in any medium, including still photographs and films, and on the internet, including any websites hosted by panagenda and its related companies) and in advertising, marketing or promotional material without additional compensation or prior notice and, in entering the Prize Draw, all entrants consent to the same.
18. panagenda shall use and take care of any personal and organizational information you supply to it as described in its privacy policy, a copy of which can be seen [here](#), and in accordance with data protection legislation. By entering the Prize Draw, you agree to the collection, retention, usage and distribution of your personal information in order to process and contact you about your Prize Draw entry, and for the purposes outlined in paragraph 14. above.
19. panagenda accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the Prize Draw or accepting the prize. panagenda further disclaims liability for any injury or damage to your or any other person's computer relating to or resulting from participation in or downloading any materials in connection with the Prize Draw. Nothing in these Terms and Conditions shall exclude the liability of panagenda for death, personal injury, fraud or fraudulent misrepresentation as a result of its negligence.
20. panagenda reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Prize Draw with or without prior notice due to reasons outside its control (including, without limitation, in the case of anticipated, suspected or actual fraud). The decision of panagenda in all matters under its control is final and binding and no correspondence will be entered into.
21. panagenda shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.
22. The Prize Draw will be governed by Austrian law and entrants to the Prize Draw submit to the exclusive jurisdiction of the Austrian courts.
23. Contact: panagenda GmbH, Schreyvogelgasse 3/10, 1010 Vienna, Austria
www.panagenda.com
email: info@panagenda.com
phone: +43 1 890 12 89