

SXMA Awards – Terms & Conditions and Data Protection Notice  
(Draft for Germany/GDPR compliance)

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**1. Eligibility & Participation**

1. Only verified, non-limited user accounts may submit nominations and votes.
2. Each user may nominate and vote once per category. Any attempt to vote multiple times (including via additional accounts, bots, scripts, or fraudulent identity creation) will lead to disqualification.
3. Participation in the nomination and voting process is free of charge.
4. By participating, users accept these Terms & Conditions.

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**2. Fair Use & Anti-Fraud Rules**

1. Automated voting (bots, scripts, macros, AI voting tools, VPN identity manipulation) is strictly prohibited.
2. The organizer reserves the right to:
  - invalidate suspicious votes,
  - block accounts showing fraudulent activity,
  - disqualify nominations that violate the rules.
3. The organizer may perform automated and manual fraud checks to ensure fairness.

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**3. Nomination Rules**

1. Users may nominate any eligible individual, brand, company, product, or collective depending on the category.
2. Some categories may require the nominee to be an individual person.
3. Once submitted, nominations cannot be changed or withdrawn.
4. The organizer may remove nominations that violate legal requirements or internal guidelines.

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**4. Voting Rules**

1. Voting opens and closes on the dates published by the organizer.
2. Each verified account may cast one vote per category.
3. Votes cannot be changed once submitted.
4. The organizer may publish anonymized statistics and results.

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**5. Organizer Rights**

The organizer (Sx Tech EUGmbH):

1. May edit, suspend, or terminate the nomination or voting process if technical issues or manipulation occur.

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2. May adjust categories, merge categories, or disqualify entries at its discretion.
3. Will announce finalists and winners according to the published timeline.
4. Is not liable for technical failures, outages, or user-side issues.

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## 6. Data Protection Notice (GDPR / DSGVO)

The following applies according to Art. 6(1) GDPR.

### 6.1 Data We Process

When you nominate or vote, we process:

- Your email address
- Verification status of your account
- IP address and device/browser information (for anti-fraud protection)
- Your nomination(s) and vote(s)
- Timestamps and technical logs related to submission
- Optional: referral link usage (if you share your nominees)

We do not collect sensitive categories of data.

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### 6.2 Purpose of Data Processing

We process this data to:

1. Enable participation in nominations and voting
2. Prevent abuse, bot activity, and duplicate submissions
3. Ensure fair counting of nominations and votes
4. Identify suspicious activity
5. Communicate important information related to the awards
6. Produce anonymized statistics and public results

Legal basis:

- Art. 6(1)(b) GDPR – performance of a service
- Art. 6(1)(f) GDPR – legitimate interest (fraud prevention, integrity of voting)

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### 6.3 Data Storage & Retention

- Data is stored on secure servers in the EU.
- Raw voting data is deleted after the award cycle concludes.
- Aggregated, anonymized statistics may be kept for reporting and historical records.

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### 6.4 Sharing of Data

We do not sell or share personal data with third parties for marketing.

Data may be shared only with:

- technical service providers (processors) under strict GDPR agreements,
- auditors verifying fraud prevention,
- legal authorities if required by law.

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## 6.5 User Rights (According to GDPR)

Users have the right to:

- access their data,
- request correction or deletion,
- restrict processing,
- object to processing (Art. 21 GDPR),
- file a complaint with a supervisory authority.

Contact:

SxTech Ventures GmbH

[Insert email for data requests]

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## 7. Exclusion of Liability

The organizer is not responsible for:

- network failures, website downtime, or technical interruptions,
- incorrect or incomplete submissions caused by user devices, browsers, or internet issues.

Participation is voluntary and at the user's own risk.

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## 8. Changes to the Terms

The organizer reserves the right to update these Terms & Conditions if legally necessary or to ensure the fairness of the awards.

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## 9. Governing Law

These Terms & Conditions are governed by the laws of the Federal Republic of Germany.

Place of jurisdiction is Berlin.

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