

General terms

1. Campaignee's offer their customers services in the following sectors: food and beverage, well-being, leisure, and art and are commercial entities.
2. The contract is based on the terms and conditions mentioned above. Deviating, conflicting or supplementary general terms and conditions of the Campaignee (also e.g. procurement conditions, purchasing conditions) are not part of this contract unless their validity was expressly agreed upon when the contract was concluded. Any formal reference to the Campaignee's terms and conditions are hereby expressively rejected.

Subject of the contract

1. Love this Spot is the publisher of the Lifestyle coupon book "Love this Spot" and the associated online portals. This contract regulates the inclusion of the Campaignee in the coupon book Love this Spot and the online portals and social media.
2. By commissioning Love this Spot, the Campaignee concludes the contract for the inclusion in the coupon book "Love this Spot", their online portals and social media.
3. Love this Spot is entitled to reject the contract without further reasons. In this case the Campaignee does not have the right to be included in the "Love this Spot" book", their online portals and social media.
4. Love this Spot is granted a contractual right of withdrawal. For reasons of quality assurance, Love this Spot is entitled not to include Campaignee's in the "Love this Spot" book, their online portals and social media.
5. Love this Spot is free in its design of the "Love this Spot" book. The Campaignee does not acquire the right to a specific placement in the respective coupon book.

Love this Spot will try to keep the "Full page Ad" page slot as mentioned above.

Due to content or design changes Love this Spot is always free in its placements of the "Full page Ad" at all times.

6. Love this Spot is entitled to make corrections to the design and content, provided these are necessary to ensure a uniform appearance and provided that the interests of the Campaignee are not adversely affected.
7. Love this Spot does not grant the Campaignee any protection against competitors. The Campaignee must expect that direct competitors will also appear within the "Love this Spot" book, even in close proximity to the Campaignee's coupon and advertisement.
8. Information provided by Love this Spot regarding the publication of the "Love this Spot" book is non-binding. Only the agreed terms of the Campaignee's coupon are binding.

Campaignee Obligations

1. The Campaignee's payment mentioned above for the inclusion in the "Love this Spot" book must be met within 5 days – if not met the contract is not binding.
2. The Campaignee must provide the services advertised in the coupons and redeem the coupons within the respective period of validity.

The contract between Love this Spot and the Campaignee has a third-party effect on those who purchase and/or are in possession of the "Love this Spot" books.

The Campaignee is obliged to redeem the coupon according to the conditions printed on the coupon or the conditions listed in the "Love this Spot" book.

The Campaignee is prohibited from imposing restrictions or other disadvantages on customers who use a Love this Spot coupon.

3. If the Campaignee violates the above obligation to redeem coupons, he is obliged to pay Love this Spot a contractual penalty, which Love this Spot may determine at its reasonable discretion and which, in the event of a dispute, may be reviewed by the court.
4. The Campaignee might receive a Love this Spot print approval form (print or electronically) for each edition, including subsequent editions.

In order to be included in the "Love this Spot" book, the Campaignee is obliged to give permission for printing/publishing/electronically publishing within the specified deadlines.

If a print release or release to publish in any form is not given in the given time period, there is no entitlement for the inclusion in the "Love this Spot" book or any other form of publication.

5. The Campaignee is obliged to provide Love this Spot with the necessary digital images, texts and logos for printing the coupon page and/or advertisement in the "Love this Spot" book in a suitable data format and to grant the necessary rights to all of the given material.

The Campaignee guarantees that he has all the rights required for publishing and is also entitled to be able to grant these rights to Love this Spot for the purpose of printing, distributing and advertising the "Love this Spot" book and electronically publishing as e.g. on websites, social media and newsletters.

Distribution takes place through the sale of the "Love this Spot" books, advertising takes place offline and online, on "Love this Spot" or third-party websites and in social networks.

6. The Campaignee will provide Love this Spot with factually correct information. Love this Spot is not obliged to check the information provided and will not check the information provided. Love this Spot will therefore trust the respective information provided by the Campaignee.
7. The Campaignee is legally responsible for the design of his advertising measures and will legally examine the suggestions made by Love this Spot without further notice or request.
8. If claims are made against Love this Spot due to the content of the advertisement or advertising, which was within the Campaignee's responsibility, the Campaignee shall fully indemnify and release Love this Spot from these third-party claims upon first request.

Liability

1. Love this Spot is liable to the Campaignee in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions, unless otherwise stated in these conditions.
2. Love this Spot is only liable to the Campaignee for damages in the event of intent and gross negligence, regardless of the legal reason.
3. The transfer of rights and obligations of the Campaignee from this contract requires the consent of Love this Spot.

Term and termination

1. The contractual term for inclusion of the Campaignee's coupon/ad in the "Love this Spot" book is as mentioned above.
2. The termination of this contract is only possible due to insolvency of the Campaignee and must be in writing.
3. The contract is for the yearly "Love this Spot" book edition (year) mentioned above and not for following editions.
4. Failure to issue a print or publishing release by the Campaignee does not constitute a termination of the contract.
5. Love this Spot can terminate the contract with the Campaignee to any given time and without any giving reason.

And now let's enjoy our partnership!