

Terms and conditions of participation in the competition

Daimler Truck @Stuttgart Pride

These terms and conditions of participation, data protection notice and information on the publication of the winners' names (collectively referred to as "terms and conditions of participation") apply to participation in the competition Daimler Truck @Stuttgart Pride (hereinafter referred to as the "competition").

Participation requires acceptance of these terms and conditions of participation.

By taking part, the participant¹ declares that he or she accepts the terms and conditions of participation.

1. Organizer

1.1 The organizer of this competition is Daimler Truck AG, Fasanenweg 10, 70771 Stuttgart („organizer“).

1.2 The competition is not connected to Instagram or Facebook or Meta Platforms, Inc. and is in no way sponsored, supported or organized by Instagram or Facebook or Meta Platforms, Inc. Therefore, the participant indemnifies Instagram or Facebook or the Meta Platforms, Inc. against all claims against Instagram or Facebook or Meta Platforms, Inc. which in connection with the competition implementation against Instagram or Facebook or the Meta Platforms, Inc. could be collected.

2. Eligibility to participate

2.1 Eligible to participate are all persons aged 18 years and over residing in the Federal Republic of Germany.

2.2 Participation with fake identities or with identities of third parties is not permitted.

3. Participation

3.1 In order to participate in the competition, the eligible participant must follow the Instagram channel "@daimlertruckcareer" and upload an Instagram story to his/her own Instagram account within the period from 24.07.-30.07.2026 the content of which relates to Daimler Truck's participation in Stuttgart Pride. The Instagram channel "@daimlertruckcareer" must be visibly linked in this story.

3.2 By uploading the graphic content (e.g. videos, photos), the participant warrants that he/she holds the necessary copyright and other rights (e.g. the right to publish). Furthermore, the participant warrants that the persons depicted in the film/photos agree to the publication. In the case of persons under the age of 18, the consent of the legal guardian shall apply. By uploading the film recordings/pictures, the participant releases Daimler Truck AG from all claims in this respect. By uploading the film recordings/photographs, the participant grants Daimler Truck AG a simple right,

¹ Personal information refers to members of all genders.

unlimited in time and space and transferable to third parties, to archive, edit, reproduce, distribute, exhibit and publicly reproduce the photographs/film recordings for documentation and commercial purposes. There are no other ways to participate. The aforementioned exploitation rights are granted irrespective of the transmission and reproduction channels; they include in particular the right of exploitation by means of electronic media, in particular the intranet or internet. A photo of the winner(s) may be published as part of the reporting. By posting or uploading the photographs, the participant expressly waives his/her right to be named as the author. The granting of the right of use does not constitute an obligation on the part of Daimler Truck AG to pay remuneration. Daimler Truck AG reserves the right to delete uploaded images/videos with prohibited content. Prohibited content includes content that is pornographic, glorifies violence, is racist or is offensive in any other way. The deletion of footage is at the discretion of the administrators.

3.3 There are no other ways to participate.

3.4 Participation in the competition is free of charge.

4. Duration of the competition

4.1 The competition ends on 30.07.2026, 23:59 CET.

4.2 Attempts to participate after the end of the duration cannot be taken into account.

5. Prize

5.1 The prize consists of a Daimler Truck PRIDE bag.

5.2 If the prize mentioned in section 5.1 cannot be awarded for reasons beyond the responsibility of the organizer, the (respective) winner accepts an appropriate replacement prize.

5.3 Prizes may not be distributed in cash. The prize cannot be exchanged or transferred to another person.

5.4 The winner is responsible for ensuring that the conditions for acceptance of the prize are met.

6. Determination of the winner and further procedure

6.1 The winner will be drawn at random from all valid participations.

6.2 Only one prize per participant is possible.

6.3 The winner will be notified by Instagram Direct Message on Instagram after the competition has ended and no later than 30.07.2026. In order to hand over the prize, it is mandatory to provide a shipping address by replying to Instagram Direct Message after notification of the prize. The shipping address must be within Germany. Shipment shall be made exclusively to a private address (not to a PO box, packing station or similar).

6.4 Afterwards the prize will then be sent to the specified shipping address. In the event that the winner is employed by Daimler Truck AG, the prize can also be handed over

at the headquarters of Daimler Truck AG, Fasanenweg 10, 70771 Stuttgart. It is still possible to send the prize to the winner's private address at the winner's request. When the prize is handed over to a carrier, the risk passes to the winner. The organizer is not responsible for delivery damages. The winner is responsible for being entitled to accept the prize.

6.5 If the winner does not respond as described in 6.3 within 14 days of the announcement via Instagram Direct Message, the organizer is entitled but not obliged to select a new winner as described in 6.1 .

6.6 Section 6.5 shall apply accordingly in the event that the winner does not accept the prize.

7. Consent to naming

By participating in the competition, the participant agrees to be named in the event of a prize for the purposes of reporting about the competition and advertising the company/group on the communication channels of the organizer (including website, social media channels).

8. Exclusion from participation

8.1 In the event of manipulation or attempted manipulation, the participant is excluded from participation in the competition. Any participant who enters or intends to enter this competition with the aim of influencing the conduct of the competition in a manner that, in the reasonable opinion of the organizer, is contrary to these terms and conditions of participation or unfair to other participants by reason of the nature thereof, may be excluded from participating this competition at the organizer's sole discretion.

8.2 Participants who provide false information or entries on behalf of other persons will be excluded from participation at the sole discretion of the organizer. Entry by third parties, participation by agents/groups of interests and all activities that undermine this competition are not permitted.

8.3 The organizer also reserves the right, at its own discretion, to exclude participants who comment on pornographic, sexist, racist, discriminatory, right-wing extremist, violent, radicalising or similar content that violates common decency or commercial content under the prize post from participation and to arrange for the comment to be deleted.

8.4 The organizer's decision regarding the exclusion of a participant is final and binding.

9. Infringements of the rights of third parties

9.1 If the participant infringes the rights of third parties intentionally or through gross negligence through its participation in the competition, this participant shall indemnify the organizer from all claims, including claims for damages, if the organizer is claimed/taken into recourse as a result of this legal infringement. In this case, the

participant must reimburse the organizer for all costs incurred due to the third party infringement, including the costs of legal defence.

9.2 Further claims for damages remain unaffected by the regulation in section 9.1.

10. Subject to change and termination

10.1 The organizer expressly reserves the right to amend or adjust these terms and conditions of participation in whole or in part at any time with effect for the future. In particular, this may change the course of the competition.

10.2 The organizer has the right to terminate or cancel the competition at any time at its sole discretion without adhering to deadlines. Termination may take place in particular if it is not possible to guarantee the proper competition implementation for technical reasons (e.g. due to manipulation or computer viruses) or for legal reasons (e.g. prohibition by the platform operator or government authorities). Participants cannot derive any claims for performance or damages from an early termination.

10.3 Participants will be informed of any changes or the end of the competition at a suitable point.

11. Information about data processing

11.1 Purposes of data processing

The personal data you provide to us will only be processed for the purpose of implementation of this competition. The data will be used to determine and notify the winner of the competition as well as for uses within the scope of the rights granted by the participant in accordance with section 7 of the terms and conditions of participation.

11.2 Legal basis

The processing of this data takes place on the basis of Art. 6 para. 1 lit. b) GDPR (Datenschutzgrundverordnung, „DSGVO“).

11.3 Responsible body

Daimler Truck AG
Fasanenweg 10
70771 Leinfelden-Echterdingen
Deutschland
e-mail: contact@daimlertruck.com
+49 711 8485-0

11.4 Contact details data protection

Group officer for data protection
Daimler Truck AG
HPC DTF2B
70745 Leinfelden-Echterdingen
Deutschland
e-mail: dataprivacy@daimlertruck.com

11.5 Data categories

We process the following categories of personal data: [Contact details (name, Instagram profile name, email address, address) and the photo you submitted]

11.6 Deletion

All personal data collected will be deleted on [31/12/2024]. The above does not apply to uses within the scope of the rights granted by the participant in accordance with section 7 of the terms and conditions of participation.

11.7 Transfer to third parties

Your data will not be passed on to third parties.

11.8 Rights of those affected

You have the following rights in connection with the processing of your personal data:

- Pursuant to Art. 15 GDPR (General Data Protection Regulation, „GDPR“), you have the right to request information about the data stored by us.
- Pursuant to Art. 16 GDPR (General Data Protection Regulation, „GDPR“), you have the right to have incorrect data corrected.
- Pursuant to Art. 17 GDPR (General Data Protection Regulation, „GDPR“), you have the right to have your data erased if there is no legal reason for further storage.
- Pursuant to Art. 18 GDPR (General Data Protection Regulation, „GDPR“), you have the right to request restriction of the processing of your data. This means that your data will still be stored but may only be processed under limited conditions (e. g. with your consent or for the assertion of legal claims).
- Pursuant to Art. 20 GDPR (Datenschutzgrundverordnung, „DSGVO“), you have the right to data portability with regard to all data that you have provided to us. This means that we provide you with this data in a structured, commonly used and machine-readable format.

11.9 Rights to lodge a complaint with the supervisory authority

You have the option of contacting the above-mentioned data protection officer or a data protection supervisory authority if you believe that the processing of personal data concerning you infringes the General Data Protection Regulation (Datenschutzgrundverordnung).

11.10 For data processing carried out by Instagram, the organizer is not responsible for publication beyond the rights granted in accordance with section 7 of the terms and conditions of participation. Information on the data processing carried out by Instagram can be found in Instagram’s data protection policy.

12. Liability exclusion

Except in the event of gross negligence and intent, the organizer shall not be liable for any damage, loss or impairment resulting from the restriction or prohibition of the participant’s ability to participate in this competition. Likewise, the organizer is only liable in the event of gross negligence and intent for damages, losses or impairments resulting from participation in this competition, receipt or use of the prize. Liability for damages

resulting from injury to life, body, health or essential contractual obligations and in accordance with the Product Liability Act (Produkthaftungsgesetz) remains unaffected by the above limitations and exclusions of liability.

13. Concluding provisions

13.1 Legal recourse is excluded.

13.2 The law of the Federal Republic of Germany shall apply exclusively.

13.3 The European Commission provides an online dispute resolution (ODR) platform that consumers can use for out-of-court resolution of a dispute arising from online contracts with a company established in the EU. You can find this at <http://ec.europa.eu/consumers/odr/>.

13.4 Notice pursuant to Section 36 of the German Consumer Dispute Resolution Act (Verbraucherstreitbeilegungsgesetz, VSBG): The organizer will not participate in a dispute resolution process before a consumer arbitration board within the meaning of the German Consumer Dispute Resolution Act (Verbraucherstreitbeilegungsgesetz, VSBG) and is not obligated to do so.

13.5 Should individual provisions of these terms and conditions of participation be wholly or partially invalid or have a loophole, the other provisions shall remain unaffected. Ineffective or incomplete parts shall be maintained with an effective content that comes closest to the ineffective content in its sense.