

EDITORIAL TEST SERIES

Participation Terms – Test Series

Preamble

These Participation Terms govern participation in editorial test series conducted by fyncom GmbH, Ditmarstr. 42, 60487 Frankfurt am Main, Germany (hereinafter "Provider"). They apply alongside the Provider's General Terms and Conditions to the extent referred to herein.

§ 1 Scope

- (1) The test series is an editorial production. The selection of the category and of the products rests solely with the Provider. Participation is free of charge.
- (2) Participation is open exclusively to businesses. Businesses are natural or legal persons acting in the exercise of their commercial or independent professional activity when participating.
- (3) Licensing under § 7 is governed by the Provider's General Terms and Conditions (pruefmagazin.de/agb).

§ 2 Services

Participation comprises:

- testing of the product according to the PM procedure and the test catalogue of the test series,
- publication of a test report with the findings on the product, accessible via a test number,
- inclusion of the product in the market report (buying guide) of the test series,
- an evaluation report with the complete results for internal use.

§ 3 Participation

- (1) Participation is confirmed via the form. It becomes effective upon the Provider's confirmation of participation in text form.
- (2) The confirmation of participation contains the delivery address of the test center.
- (3) The Provider may decline participation, in particular if the product does not match the category of the test series. There is no entitlement to participate.

§ 4 Test sample and testing period

- (1) The participant sends one unit of the product in standard retail condition to the Provider's test center.
- (2) The test sample remains with the Provider after testing. This ensures that the result remains traceable.
- (3) Testing is completed within twelve business days of receipt.

§ 5 Publication

- (1) The test report is published and the product is included in the market report regardless of the result. Both form the basis of the editorial test series; withdrawal is therefore not provided for.
- (2) The test report remains accessible for at least twelve months and beyond, for as long as it remains current and meaningful to readers.

(3) The result of a completed test is not altered retrospectively. A revised product may be resubmitted and receives a test report of its own.

(4) The test report is published under a test number. The test number is not a licence number and confers no right of use within the meaning of § 7.

§ 6 Evaluation report

The evaluation report is intended for the participant's internal use, for example for product development, quality assurance and competitive positioning.

§ 7 Communication and marketing

(1) Licensing is available for the use of the results in communication and marketing. It includes in particular the overall grade in the market report, the test protocol with licence number and certificate, the test seal and the findability of the test report in search engines.

(2) Licensing is possible from a result of 75 percent. It is voluntary, offered separately and creates no obligation.

(3) Any reference to results, the test number, the test report or the Prüfmagazin brand in communication and marketing requires a licence.

§ 8 Independence

All products in the test series are tested according to the same criteria. Neither participation nor licensing has any influence on the result.

§ 9 Final provisions

Liability, data protection, applicable law and place of jurisdiction are governed by the corresponding provisions of the Provider's General Terms and Conditions.

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