HeartSave Heroes - Terms and Conditions

1. Definitions

PRIMEDIC
PRIMEDIC GmbH.
Participant
Any natural or legal person who voluntarily participates in the HeartSave Heroes Program in the context of a public-access defibrillation (PAD) event. This includes, in particular, lay rescuers (bystanders), AED operators of publicly accessible sites (e.g. schools, sports facilities, retail, hotels, transport hubs, workplaces, residential communities), or the organization owning or providing the publicly accessible AED. The Program does not apply to deployments carried out by emergency medical services (EMS), firefighters, law enforcement officers, or any other professional first-responder personnel acting in the line of duty (see also Section 2.1).
Dealer
An authorized PRIMEDIC distribution partner acting as an intermediary between the end customer and PRIMEDIC.
AED
An automated external defibrillator manufactured by PRIMEDIC.
Event Data
Technical and factual data generated in connection with a real AED deployment. This includes, in particular, ECG data, timestamps, device data, and a factual description of the Event. Personal data is included only where valid consent has been obtained.
Event Story
A detailed written or recorded account of the rescue event, including the circumstances, the intervention, and the outcome, suitable for public relations purposes.
Successful Resuscitation / Patient Saved
An Event is deemed successful if, following AED use, the patient survives and achieves a state of recovery that allows for full legal and mental capacity. For the purpose of the AED donation benefit, the patient must be physically and mentally capable of actively participating in the associated public relations activities as described in Section 4.
Public-Access Defibrillation (PAD)
Use of an AED by a lay rescuer or non-professional operator at a publicly accessible location, prior to and independently of the arrival of professional emergency medical services.

2. General Program Conditions

The HeartSave Heroes Program is offered voluntarily by PRIMEDIC. There is no legal entitlement to participate. Following a real AED deployment, Participants may submit Event Data to PRIMEDIC and receive the benefits described below, provided the Program is active at the time of request.
Event Data must be submitted to PRIMEDIC (directly or via the Dealer) within 180 days of the Event. Claims submitted after this period may be rejected at PRIMEDIC's sole discretion.
PRIMEDIC covers standard shipping costs for replacement electrodes and donated AEDs to the Participant's or Charity's location. Any potential customs duties, import taxes, or other levies, as well as the taxation of the donation or benefit itself under local law, are the sole responsibility of the Participant or the Recipient Organization.
The Program is offered in markets where PRIMEDIC has an authorized distribution presence. PRIMEDIC may, at its sole discretion, restrict the Program in jurisdictions where it would conflict with applicable law (e.g. medical-device gifting restrictions, anti-bribery legislation, public-procurement rules).

2.1 Eligibility and Scope of Application

The Program is restricted to public-access defibrillation (PAD) events, i.e. deployments by lay rescuers or operators of publicly accessible AEDs prior to the arrival of professional emergency services.
Deployments performed by professional emergency responders in the course of their duties - including, without limitation, EMS / ambulance services, fire brigades, law enforcement, military medical personnel, hospital staff, and private medical or security services dispatched as part of an emergency response - are expressly excluded from both the electrode replacement benefit (Section 3) and the AED donation benefit (Section 4).
Deployments performed during training, simulation, drills, or device testing are also excluded.
PRIMEDIC and/or the Dealer may request reasonable evidence of the public-access nature of the Event (e.g. installation location, ownership of the device, role of the rescuer at the time of the Event) and may deny benefits if the public-access character cannot be substantiated.
Employees of PRIMEDIC, of the Dealer, and their direct family members are not eligible to participate as the rescuer, nor may they designate themselves (or related entities under their control) as recipients of the donated AED.

3. Event Data in Exchange for Electrodes

If a Participant voluntarily submits Event Data after a real AED deployment, a replacement set of electrodes for the deployed device will be provided free of charge.
A deployment qualifies as 'real' only if the device's internal event log records the application of electrodes to a patient and the acquisition of an ECG trace. Mere power-on events, self-tests, training-mode activations, or deployments without an ECG recording do not qualify, regardless of operator intent.
The outcome of the deployment is irrelevant for this benefit.

This benefit implies that the AED was in a proper functional state prior to deployment (e.g., valid consumables). PRIMEDIC reserves the right to refuse replacement electrodes in cases of obvious misuse, test deployments, or if the device data indicates gross negligence in device maintenance.

4. AED Donation in the Event of Successful Resuscitation

If a successful resuscitation has occurred (as defined in Section 1), PRIMEDIC may donate a new AED. This donation is strictly subject to the full recovery and active participation of the saved patient.
Prerequisites for the Donation: The donation is contingent upon the saved patient being in full possession of their mental faculties and good physical health, enabling them to:

- **Tell their story:** Personally contribute their perspective to the Event Story (interview/statement).
- **Designate the recipient:** Personally and independently select the charitable organization to receive the donated AED.
- **Attend in person:** Be physically present ('live') at the official handover ceremony of the donated AED.

If the patient is unable (e.g., due to ongoing medical limitations) or unwilling to fulfill these active participation requirements, there is no entitlement to the AED donation.
Regardless of the number of PRIMEDIC AEDs deployed or rescuers involved in a single resuscitation event, the Program grants a maximum of one (1) donated AED per event. Where multiple rescuers were involved, the saved patient designates the single Recipient Organization.
PRIMEDIC reserves the right to reject the designated charitable organization if it conflicts with PRIMEDIC's internal compliance guidelines, ethical standards, or if the organization is not a recognized legal entity for charitable purposes. In such cases, the patient may designate an alternative organization.
Where the patient does not survive or does not meet the active-participation conditions above, PRIMEDIC may, at its sole and non-binding discretion, recognize the rescuer through alternative honorary means (e.g. public acknowledgment with the family's consent). Such recognition does not constitute an entitlement to the AED donation benefit.

4.1 Recipient Organization Requirements and Donation Logistics

(a) The designated recipient organization must be a non-profit, charitable, public-interest, educational, community, or similar eligible organization, subject to applicable local law and PRIMEDIC's compliance approval. The recipient must provide PRIMEDIC with reasonable documentary proof of its legal status and eligibility prior to the handover of the donated AED.
(b) The recipient organization may not be affiliated with, owned by, or operating under the umbrella of a hospital or healthcare provider that procures medical devices through its own institutional channels. The intended scope of the donation is lay-access settings such as schools, sports clubs, community associations, public venues, NGOs, and similar non-clinical environments.
(c) PRIMEDIC will deliver the donated AED directly to the recipient organization designated by the saved patient, to ensure that the device reaches the intended recipient and to prevent diversion or onward transfer.
(d) PRIMEDIC will document each donation and maintain on file the recipient organization's name, contact details, address, the identity of the saved patient designating the recipient, and the donation date, for internal compliance, traceability, and program-reporting purposes. Such records will be processed in accordance with Section 11 (Data Protection).

5. Publication and Rights of Use

The Participant grants PRIMEDIC an unlimited right of use, unrestricted in time, location, content, and media, for all submitted materials. This includes texts, images, videos, and other documentation.
Use may take place for public relations, corporate communications, and marketing purposes.
If the process is handled via a Dealer, the same rights of use apply equally to the respective Dealer.
The Participant warrants that all information submitted regarding the event - including the circumstances, the rescuer's role, the location, and the public-access nature of the AED - is true and accurate to the best of their knowledge. Misrepresentation entitles PRIMEDIC to reclaim any benefit granted under this Program.

6. Involvement of Dealers

Where the Program is mediated by a Dealer, the Dealer may handle the entire process.
In particular, the Dealer is responsible for

- informing the end customer about the Program,
- forwarding Event Data,
- obtaining and documenting all required consents,
- and, where applicable, organizing and documenting the handover of the donated AED.

7. Consents and Legal Responsibility

The Participant or Dealer confirms that

- all applicable local data protection, personal rights, and publication laws are complied with,
- all required consents from affected persons have been obtained,
- and such consents are documented in writing.

Responsibility for compliance rests exclusively with the Participant or Dealer.
Indemnification: The Participant and/or Dealer agrees to indemnify, defend, and hold PRIMEDIC harmless from and against any claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to any breach of

these Terms, specifically regarding the failure to obtain valid consent from all affected persons (e.g., the patient, bystanders, or medical staff) for the transfer and publication of data.

8. Liability and Warranty

PRIMEDIC is liable only within the scope of applicable statutory provisions. Liability exists solely in cases of intent or gross negligence.
Electrodes and donated AEDs are subject exclusively to the applicable statutory warranty provisions. No additional warranties are granted.

9. Termination of Participation and Withdrawal

Participation in the AED donation benefit requires the saved patient's separate, prior, and documented consent to the use of their Event Story, name, image, voice, statements, and related personal data for public relations, corporate communications, and marketing purposes.

If such consent is not granted, or is withdrawn before the AED donation has been approved or carried out, PRIMEDIC may refuse the AED donation benefit, as the public-relations use of the rescue story is an essential condition of this benefit.

The saved patient may withdraw their consent to the processing of personal data at any time with effect for the future. Such withdrawal does not affect the lawfulness of processing based on consent before its withdrawal.

Following withdrawal, PRIMEDIC will cease any further active use of the affected personal data where required by applicable law. Materials already published, distributed, printed, archived, or otherwise lawfully used before withdrawal may remain unaffected to the extent permitted by applicable law.

10. Program Limitation and Amendments

PRIMEDIC reserves the right to discontinue, limit, or modify the HeartSave Heroes Program in whole or in part at any time. Prior notice is not required.
PRIMEDIC also reserves the right to amend these Terms and Conditions at any time.

11. Data Protection and General Terms and Conditions

Personal data is processed in accordance with the General Data Protection Regulation.
Further information is available in PRIMEDIC's general data protection notices and general terms and conditions via the published links.

12. Governing Law and Jurisdiction

The law of the Federal Republic of Germany applies.
The place of jurisdiction, where legally permissible, is the registered office of PRIMEDIC GmbH.