

Terms and Conditions of Participation

for the Contest for Goethe.de/zeitgeister on Facebook, Instagram and Twitter

17.10.2022 until 07.11.2022

1. Contest

- 1.1. The Goethe Institut conducts the authors' contest for goethe.de/zeitgeister and on Facebook, the Instagram channel @goetheinstitut and Twitter
- 1.2. Participation takes place exclusively online on the Internet and is free of charge for the participant (with the exception of the participant's Internet connection fees).
- 1.3. The lottery has a running time from 17.10.2022, 0:00 hours, until 07.11.2022, 23:59. All times stated in these Terms of Participation refer to the local time in Central Europe (Central European Summer/Winter Time, "CET").

2. Participation

- 2.1. By participating, the participant expressly agrees to these conditions of participation.
- 2.2. Any natural person over the age of 16 may participate. Participants under 18 years of age assure that their legal guardians have agreed to their participation.
- 2.3. Participation in the author competition is open to those who have uploaded their text via e-mail during the competition in accordance with the instructions of the Goethe-Institut as set out in section 3.1.
- 2.4. Participation in the author competition and the chances of success of participation are not dependent on the purchase of goods or the use of services.

3. Implementation and processing

- 3.1. Participation in the author competition requires that a contribution on the topic of identity be written and made available to the jury for voting by e-mail, as well as that contact details also be provided by e-mail and that the conditions of participation be accepted.
- 3.2. After the jury of Zeitgeister editors has successfully selected the contribution, it will be published on goethe.de/zeitgeister in November and December. Up to three winners will be selected. The selected participants will receive a contract for the submitted contribution and thus an author's fee of 200 €.
- 3.3. The texts may contain a maximum of 3000 characters including spaces and can be submitted in the period from 17.10.2022, 0:00 hrs to 07.11.2022, 23:59 hrs. Furthermore, videos, drawings, poems or photographs can be submitted.

- 3.4. The selected participants will be notified by the Goethe-Institut by e-mail from 10.11.2022 on and will be named on the Facebook and Twitter channel in November and December. The name of the participants will be published on the Facebook, Instagram and Twitter channel. Participants who have not been selected will not receive any notification.
- 3.5. If the selected participants do not contact the Goethe-Institut at the address given in the notification within 4 days of the notification, the claim to publication of the contribution on goethe.de/zeitgeister and payment of the fee will be forfeited and the next-placed participant will move up one place.

4. Copyright and personal rights

- 4.1. Participants grant the Goethe-Institut the non-exclusive right of use, unlimited in space and time and limited in content to the competition, for all known and unknown types of use of the text created by them for the purpose of participating in the competition. This includes, in particular, the right to reproduce and distribute the text in printed form and on visual or audio media, the right to make it publicly available on the Internet, including use in social media networks (e.g. Facebook), and the exhibition right. The right of use shall be granted free of charge. The Goethe-Institut is entitled to grant the aforementioned rights to third parties.
- 4.2. The participants assure that the uploaded text is free of third party rights, in particular copyrights, other ancillary copyrights or personal rights, and that they may freely dispose of the text. As a precautionary measure, they indemnify the Goethe-Institut against all claims by third parties based on the fact that the above assurance does not apply.
- 4.3. The Goethe-Institut shall be entitled, but not obliged, to use the text created by the participants. The Goethe-Institut shall name the participants in the context of any form of use.

5. Liability

- 5.1. The Goethe-Institut accepts no liability whatsoever for the loss or incompleteness of the data transmitted by the participant, unless the loss or incompleteness is due to intentional or grossly negligent conduct on the part of the Goethe-Institut or its employees. This also applies to the disclosure of information by third parties due to technical errors in data transmission and/or unauthorised access.
- 5.2. The following exclusions and limitations of liability shall apply to any liability of the Goethe-Institut for damages, without prejudice to the other legal prerequisites for claims pursuant to this Section 5.
- 5.3. The Goethe-Institut shall have unlimited liability insofar as the cause of damage is based on intent or gross negligence.
- 5.4. Furthermore, the Goethe-Institut shall be liable for the slightly negligent breach of essential obligations, the breach of which jeopardizes the achievement of the purpose of the contract, or for the breach of obligations, the fulfillment of which is essential for the proper performance of the competition and on the compliance with which the participants regularly rely. In this case, however, the Goethe-Institut shall only be liable for the foreseeable damage typical of the contract. The Goethe-Institut shall not

be liable for the slightly negligent breach of obligations other than those specified in the above sentences.

5.5. The above limitations of liability shall not apply in the event of injury to life, limb or health, in the event of a defect after assumption of guarantees for the quality of a product and in the event of fraudulently concealed defects. Liability under the Product Liability Act remains unaffected.

5.6. Insofar as the liability of the Goethe-Institut is excluded or limited, this shall also apply to the personal liability of employees, representatives and vicarious agents of the Goethe-Institut.

6. Data protection

6.1. The participant permits the Goethe-Institut to process the personal data entered for the implementation of the competition by the Goethe-Institut, insofar as this is necessary for the implementation of the competition and / or the exercise of the rights of use according to Section 4, in return for being able to participate in the competition. Personal data includes name, contact details and photos, as well as any other personal details provided by the participant.

6.2. The participant* may withdraw from the competition at any time and/or delete or block the data he or she has published on goethe.de/zeitgeister. In order to prevent further processing by the Goethe-Institut, a withdrawal declared to the Goethe-Institut is required (see the information pursuant to Art. 13 DSGVO in the appendix).

7. Exclusion from the contest

7.1. Employees of the Goethe-Institut e.V. and their relatives are excluded from participation in the competition.

7.2. Excluded are persons who (i) provide untrue information about their personal data, (ii) enter unlawful or inconsistent content or (iii) fail to comply with the requirements set out in these Terms and Conditions of Participation, or (iv) manipulate or otherwise misuse the electronic equipment created for the contest.

8. Premature contest end

8.1. The Goethe-Institut points out that the availability and function of the competition cannot be guaranteed. The competition may be terminated or removed due to external circumstances and constraints without this giving rise to any claims by participants against the Goethe-Institut. This may include organisational or technical problems (e.g. viruses in the computer system, manipulation or errors in the hardware and/or software), rule changes or decisions by the Facebook or Twitter platform.

8.2. The Goethe-Institut is entitled to terminate the contest prematurely at any time without prior notice and without giving reasons.

9. Information and conditions from Facebook, Instagram and Twitter

- 9.1. In addition to these Terms and Conditions of Participation, the relationship between the Goethe-Institut, the participant and Facebook is governed by the Terms and Conditions of Participation <https://www.facebook.com/terms.php> and the privacy policy of Facebook: <https://www.facebook.com/privacy> and the Terms and Conditions of Participation of Instagram: <https://help.instagram.com/581066165581870> and the privacy policy of Instagram: <https://help.instagram.com/519522125107875/>. In addition, the relationship between the Goethe-Institut, the participant and Twitter is governed by the Terms and Conditions of Participation <https://twitter.com/en/tos> and the privacy policy of Twitter: <https://twitter.com/en/privacy>.
- 9.2. Participants may not assert any claims against Facebook, Instagram and Twitter arising in connection with participation in the competition.
- 9.3. Participants acknowledge that the Contest is in no way sponsored, endorsed, organized or affiliated with Facebook, Instagram or Twitter.
- 9.4. All information and data provided by or collected from participants in the competition will only be provided to the Goethe-Institut and not to Facebook, Instagram or Twitter.
- 9.5. All information and data provided by or collected from participants in the lottery will be provided only to the Goethe-Institut and not to Facebook, Instagram and Twitter.
- 9.6. All inquiries and notices regarding the competition are to be directed to the Goethe-Institut and not to Facebook, Instagram and Twitter.

10. Concluding provisions

- 10.1. Legal recourse is excluded with regard to the implementation of the winner determination and its results.
- 10.2. The implementation of the contest and the legal relationships of the persons participating in the competition shall be governed exclusively by the laws of the Federal Republic of Germany, irrespective of the location from which a participant takes part in the competition. This choice of law shall only apply to consumers to the extent that the consumer is not deprived of the protection afforded to him/her by the mandatory consumer protection provisions of the country in which he/she has his/her habitual residence.
- 10.3. Should individual provisions of these Terms and Conditions of Participation be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions.
- 10.4. These Terms and Conditions of Participation are available in German and English. In the event of contradictions between the two language versions, the German version shall prevail.

Annex:

Information pursuant to Art. 13 DSGVO on the processing of personal data.

The data controller is: Goethe-Institut e.V., Goethe-Institut e.V., Oskar-von-Miller-Ring 18, 80333 Munich, Germany; contact data protection officer: The data protection officer (address as above), e-mail: datenschutz@goethe.de.

We process the personal data that you provide us with, such as name and contact details (master data) and the uploaded photos for the purpose of fulfilling the contract for participation in the competition and exercising the rights of use granted to us. The legal basis for this is Art. 6 para. 1 letter b DSGVO.

Without the provision of these, participation in the competition is not possible.

We will continue to process this data after the conclusion of the contract and after expiry of statutory storage obligations in order to safeguard our legitimate interests. These are the enforcement of claims and the defence against claims in the event of disputes arising from the contractual relationship as well as the proof of our rights in legal disputes with third parties, in particular in the pursuit of legal infringements. Where necessary, we disclose data to legal advisors, third parties against whom we assert claims or who assert claims against us, as well as authorities and courts. The legal basis for this is Art. 6 letter f DSGVO.

For the above-mentioned purposes, the data will be passed on to technical service providers (e.g. website hosting, support, quality assurance or mailing service), if necessary, who will of course be carefully selected and commissioned in writing. These service providers are bound by instructions and are checked regularly.

The data will also be passed on to Goethe Institutes abroad and sublicensees for the abovementioned purposes. This includes in particular social media such as Facebook, Instagram, Whatsapp, YouTube and others, in which we publish photos of the winners*. In this case the data may be transferred outside the country in which it was collected. Other countries may not offer the same level of data protection as the country of origin. In order to ensure that rights are not disproportionately affected, the Goethe-Institut concludes contracts with third parties with corresponding EU standard contract clauses.

We store your data for as long as they are required for one of the above-mentioned purposes.

You have the following rights: the right of access to personal data processed by us, the right to rectify inaccurate data, the right to delete data that is no longer necessary or to restrict the processing of such data, and the right to data portability. In the event of violations of data protection law, you have the right to lodge a complaint with a supervisory authority.

Right of objection: You may object at any time to the processing of your data for direct marketing purposes. You may at any time object, for reasons arising from your particular situation, to the processing of your data for the protection of legitimate interests.

Further information on data protection at the Goethe-Institut can be found at <https://www.goethe.de/de/dat.html>.