

Prize rules and conditions for the Henrike Grohs Art Award

Emerging visual artists living and working on the African continent may apply. Artists should have been practicing for at least 5 years, with the ability to display a coherent body of work.

Artists apply through an open call. All artists except the former award winners are eligible to apply multiple times (once per edition), as long as they follow the application guidelines.

A selection committee reviews the bulk of the applications and selects up to twenty artists to present to the international jury for final selection. The selection committee and jury are made up of international contemporary art practitioners.

1. The Prize

The main prize will be awarded by an international jury to one individual participant or collective of participants who will receive the amount of 20.000€.

The amount of 10.000€ will be allocated to the production of a publication by the HGAA. Two individual artists or artist collectives will be awarded 5.000€ each as runners up. In the case of an artist collective winning, the prize money is awarded to the artist collective, not individually to its members.

2. Advisory Committee, Jury and selection process

The main prize is awarded by an international jury after a shortlist is compiled by a selection committee similarly made up of senior practitioners.

3. Timeline

Artists may submit applications via the online application form within the period of time specified on the website. All applications received outside this period will not be considered. Following the close of applications, the Selection Committee will review applications and provide a shortlist of up to twenty artists, whose names will be announced on the website. The shortlisted artists will be notified by email. An international jury will select the winner and two runners up. The prize winners will be announced at an international biennale or event on the continent. The Organisers reserve the right to alter this timelines, in accordance with the availability of its members. The announcements of the short listed artists and the winner of the Prize will be made available on the Henrike Grohs Art Award website.

4. Conditions of Entry

4.1. Applicants have to be emerging visual artists living and working on the African continent. Artists should have been practicing for at least 5 years, with the ability to display a coherent body of work.

4.2. Each applicant may apply only once during the current application process;

4.3. A collective of artists should apply as one participant; but any artist who belongs to a group is not barred from applying individually as a separate participant

- 4.4. The selection committee and the jury's decision is final. No member of the selection committee or jury will enter into any discussion regarding the merits of their decision.
- 4.5. Every applicant agrees to pass to the Organisers all rights to use an image of their artwork(s) and images of the award event for publication and communication without any payment;
- 4.6. Information submitted by the applicant can be reviewed by the Organisers at any time to ensure compliance with the Rules and Conditions
- 4.7. An applicant may not amend their entry form or any other information once it has been submitted;
- 4.8. Registration and participation in the Henrike Grohs Art Award is free of charge;
- 4.9. An applicant may be asked at any time to provide all relevant proof of the accuracy of any submitted information to the satisfaction of the Organisers, this specifically applies to point 4.1
- 4.10. The Organisers and the Jury have the unilateral right to exclude an application which does not comply with the Rules and Conditions

5. Rights

- 5.1. Participants shall grant the Goethe-Institut the simple right of use for all known and unknown types of use, which is unrestricted in terms of time, space and content and limited to the award, in the artworks submitted by them for the purpose of participating in the competition. This includes in particular the right of reproduction, distribution and public performance in printed form for all publications and editions without limits as to quantity (printing rights) as well as the right of electronic/digital storage and right of making available to the public (including in databases and "social media/networks") especially on the www.goethe.de website, all Goethe-Institut websites and on social media portals (YouTube, facebook etc.), for example in relation to the prize-giving ceremony, or in general the Henrike Grohs Art Award and other press as related to the Goethe-Institut. The right of use is granted without any payment. The Goethe-Institut is entitled to grant the aforementioned rights to third parties.
- 5.2. The participants assure that their artworks are free of third party rights, in particular copyrights, other ancillary copyrights or personal rights, and that they may freely dispose of the artwork. As a precaution, the participants exempt the Goethe-Institut from all claims of third parties that are based on the fact that the above assurances are not correct.
- 5.3. The Goethe-Institut is entitled, but not obliged, to use the artwork submitted by the participants. The Goethe-Institut will name the participants by name in the context of all forms of use.

6. Liability

- 6.1. The Goethe-Institut assumes no liability for the loss or incompleteness of the data transmitted by the participant (s), unless the loss or incompleteness is due to intentional or grossly negligent conduct by 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 unauthorized access

- 6.2. For a liability of the Goethe-Institut for damages, without prejudice to the other statutory eligibility requirements in accordance with this clause 6, the following disclaimers and limitations of liability apply
- 6.3. The Goethe-Institut is liable without limitation if the cause of the damage is based on intent or gross negligence.
- 6.4. Furthermore, the Goethe-Institut is liable for the slightly negligent breach of material obligations whose breach jeopardizes the achievement of the purpose of the contract, or for the breach of duties whose fulfilment enables the proper performance of the competition in the first place and on which the participants regularly comply trust. In this case, however, the Goethe-Institut is only liable for foreseeable, contract-typical damage. The Goethe-Institut is not liable for the slightly negligent violation of obligations other than those specified in the preceding sentences
- 6.5. The above limitations of liability shall not apply in the event of injury to life, limb or health, for a defect following the assumption of quality guarantees for the condition of a product and for fraudulently concealed defects. Liability under the Product Liability Act remains unaffected.
- 6.6. Insofar as the liability of the Goethe-Institut is excluded or limited, this also applies to the personal liability of employees, agents and assistants of the Goethe-Institut.

7. Privacy policy

- 7.1. The Participant (s) in the Henrike Grohs Art Award authorize the Goethe-Institut to process the personal data entered for the purpose of carrying out the Contest, to the extent necessary for the conduct of the Contest and / or exercise of the rights of use pursuant to Section 5; in return for the opportunity to participate in the contest. Personal data are name, contact details and photos as well as possibly further information about the person, who makes the participant in himself.
- 7.2. The participant can withdraw from the competition at any time. In order to prevent further processing by the Goethe-Institut, a revocation declared to the Goethe-Institut is required (see the information in accordance with Art. 13 GDPR in the appendix).

8. Final Provisions

- 8.1. Legal recourse is excluded in relation to the performance of the winners and their results.
- 8.2. The conduct of the competition and the legal relationships of the persons involved in the competition shall be governed exclusively by the law of the Federal Republic of Germany, irrespective of the place from which a participant participates in the competition. For consumers, this choice of law applies only insofar as the consumer is not deprived of the protection afforded to him / her by the mandatory consumer protection regulations of the state in which he / she has his / her habitual residence.
- 8.3. Should individual provisions of these conditions of participation be or become ineffective or unenforceable, the validity of the remaining conditions shall remain unaffected.
- 8.4. These conditions of participation are available in German, English and French. In the case of contradictions between the three language versions, the German version takes precedence.

Attachment:

Information pursuant to Art. 13 GDPR for the processing of personal data
Responsible: Goethe-Institut e.V., Goethe-Institut e.V., Dachauer Str. 122,
80637 Munich; Contact to the Data Protection Officer: The Data Protection
Officer (address as above), E-Mail: datenschutz@goethe.de

We process the personal data that you provide to us, such as name and contact data (master data) and the uploaded photos to fulfill the contract of participation in the competition and the exercise of the rights of use granted to us. The legal basis for this is Article 6 (1) (b) GDPR.

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

We also process this data after conclusion of the contract and after the expiry of statutory retention requirements in order to safeguard our legitimate interests. These are the enforcement of claims and the defense against claims in disputes arising from the contractual relationship as well as the proof of our rights in legal disputes with third parties, especially in the prosecution of violations. If necessary, we divulge data to legal advisers, third parties against whom we assert claims or assert claims against us, as well as authorities and courts. The legal basis for this is Article 6 (f) GDPR.

If necessary, the data will be forwarded to technical service providers (for example, website hosting, support, quality assurance or mailing service), which, of course, will be carefully selected and commissioned in writing. These service providers are bound by instructions and are regularly inspected.

The data are also forwarded to Goethe Institutes Abroad and sublicensees for the aforementioned 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 transmitted outside the country in which it was collected. Other countries may not offer the same level of privacy as their country of origin. To ensure that rights are not disproportionately affected, the Goethe-Institut concludes contracts with third parties with corresponding EU standard contractual clauses. The EU standard contract clauses can be found here: _____.

We store your data as long as it is necessary for any of the above purposes.

You have the following rights: the right to obtain information about personal data processed by us, the right to correct inaccurate data, the right to delete data that is no longer required or to restrict the processing of such data and the right to data portability. For violations of data protection law, you have a right of appeal to a supervisory authority.

Right of objection: You can object to the processing of your data for direct marketing purposes at any time. At any time, for reasons of your particular situation, you may object to the processing of your data in order to safeguard legitimate interests.

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