

Terms and Conditions

Goethe-Institut Language Course Competition
competition running from 1 June to 31 December

By participating, the participant agrees to these conditions of participation.

1. Competition

- a. The Goethe-Institut Johannesburg is organising a language course competition for the customers of its library.
- b. Participation takes place in the library of the Goethe-Institut through filling out and submitting a rate card for any of the media available in the library and taking a selfie with the rated medium in the library's boothbox. Participation is free of charge.
- c. The competition will run from 01.06.2018, 0:00 hours, to 31.12.2018, 23:59 hours. All times indicated in the terms and conditions of participation refer to the local time in South Africa.

2. Participation

- a. The competition is open to any person between the ages of 18 and 99.
- b. Participation takes effect when the participant submits a filled out rate card for any of the media available in the library and takes a selfie with the rated medium in the library's boothbox.
- c. Participation in the competition and chances of success are not dependent on the purchase of a product or the procurement of services.

3. Execution and processing

- a. Participation in the competition requires that the participant submits a rate card for any of the media available in the library and takes a selfie with the rated medium in the library's boothbox. After the submission deadline on 31.12.2018, 23:59 hours, the Goethe-Institut Johannesburg will randomly choose 1 winner among all the successful submissions. The winners will be notified no later than 30.01.2019 via E-Mail. Participants whose submissions were unsuccessful will not receive any notification.
- b. Each participant can only submit one submission.
- c. The Goethe-Institut Johannesburg reserves the right to delete unlawful, defamatory or otherwise inappropriate submissions.
- d. If the participant does not acknowledge his/her prize within 2 working days of receiving the notification from the Goethe-Institut Johannesburg, he/she relinquishes any claim to the prize and a new winner is chosen from the submissions.

The prizes are as follow:

1 standard (10 week, non-online) German language course at the Goethe-Institut Johannesburg during one of the 4 terms in 2019. Course level and dates are subject to availability.

4. Copyright and right of publicity

- a. Participants grant the Goethe-Institut Johannesburg unlimited right of use, without any restrictions in terms of area or time, as well as restricted right of use in the context of the competition for all known and unknown types of use. These include the right to make submissions (including photos) publicly accessible on the internet, including their use on social media networks (e.g. Facebook) and the right of display. The concession of rights of use ensues free of charge. The Goethe-Institut Johannesburg is authorised to concede the aforementioned rights to third parties.
- b. The participants ensure that the submitted content is free from the third party rights, especially copyrights, related rights or rights of publicity, and allow the free possession of the content. They exempt, providently, the Goethe-Institut from all third party rights if these rights do not apply to the aforementioned pledge.

5. Liability

- a. The Goethe-Institut Johannesburg assumes no liability for loss or incompleteness of personal data provided by participants, unless it is due to intent and/or gross negligence by the Goethe Institute or its employees. This also applies to publication of flawed information by third parties arising from technical errors in the data transfer process and/or unauthorised access.
- b. If the Goethe-Institut Johannesburg is liable to pay damages, the following disclaimers of liability and limitations of liability are applicable according to subparagraph 5.e, without prejudice to other conditions of entitlement.
- c. The Goethe-Institut Johannesburg assumes unlimited liability for damages arising from wilful intent or gross negligence.
- d. In addition, the Goethe-Institut Johannesburg assumes liability for slightly negligent breaches of essential contractual duty, the violation of which jeopardises the fulfilment of the purpose of the contract, or for breaches of contractual duty, the fulfilment of which allows the proper execution of the prize draw and on the observation of which the contracting party can regularly rely. In this case however the Goethe-Institut Johannesburg's liability is limited to the compensation of foreseeable, typically occurring damages. The Goethe-Institut Johannesburg assumes no liability for the slightly negligent breach of duties other than those mentioned above.
- e. The aforementioned limitations of liability are not applicable in the case of injury to life, limb or health, after the provision of a guarantee of product quality and if an injury arises from malicious concealment of a product defect. The Goethe-Institut Johannesburg's liability as determined by product liability law remains unaffected.
- f. Insofar as the liability of the Goethe-Institut Johannesburg is ruled out or limited, this also applies to the personal liability of employees, representatives or agents of the Goethe-Institut Johannesburg.

6. Data Protection

- a. The Goethe-Institut Johannesburg will observe the relevant provisions of data protection laws.
- b. The participant hereby declares his consent to the collection, processing and transmission by the Goethe-Institut Johannesburg of data generated during the competition, to the extent that it is necessary and appropriate for the execution of

the competition.

c. Data shall not be disclosed to third parties for any other purposes.

d. Participants may contact the Goethe-Institut Johannesburg about the data regarding them at any time. The participant can revoke his declaration of consent at any time and withdraw from participation in the competition.

7. Exclusion from participation

a. Excluded from participation in the competition are Goethe Institut e.V. staff and their relatives.

b. Excluded are participants who (i) include false information in their personal details, (ii) submit unlawful content or content violating the terms and conditions of participation, (iii) do not abide by the guidelines defined in the terms and conditions of participation or (iv) manipulate or otherwise misuse the electronic facilities produced for the purpose of this competition.

8. Premature termination of competition

a. The Goethe-Institut Johannesburg would like to point out that the availability and functioning of the competition cannot be guaranteed. The competition can be terminated or removed due to external circumstances without giving rise to claims by the participants against the Goethe-Institut. This applies for organisational or technical reasons (e.g. viruses on the computer system, manipulation or errors in the hardware and/or software) or rule changes.

b. The Goethe-Institut Johannesburg is entitled to terminate the competition prematurely at any time (during the competition period) without notification and without stating a reason.

9. Final provisions

a. Recourse to legal action regarding the execution of the competition and its results is excluded.

b. The realization of the competition and the privity of contract between the involved persons comply with the law of the Federal Republic of Germany, independently from the geographical location of participants in the competition. Towards consumers, this choice of law only applies insofar, as they are not dispossessed of the protection which is being granted towards them by the mandatory consumer protection rules that are in effect in the consumer has her / his main residence.

c. In the event that any of these individual provisions are or become invalid or unenforceable, the validity of the other provisions remains unaffected.