

## **Terms and Conditions of Participation**

**for the Goethe-Institut's "Advent Calendar 2018" lottery at [www.goethe.de](http://www.goethe.de) and Instagram**

**01.12.2018 until 24.12.2018**

### **1. Contest**

- 1.1 The Goethe Institut conducts the contest "Adventskalender 2018" at [www.goethe.de/adventskalender](http://www.goethe.de/adventskalender) and the Instagram channel goetheinstitut (instagram.com/goetheinstitut).
- 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 consists of an overall lottery with an overall running time from 01.12.2018, 0:00 hours, until 24.12.2018, 23:59 hours as well as daily lotteries with a daily running time from 0:00 hours until 23:59 hours in the period mentioned. All times stated in these Terms and Conditions refer to local time in Central Europe (Central European Summer/Winter Time, "CET"). The times are valid [for www.goethe.de/adventskalender](http://www.goethe.de/adventskalender) as well as for participation via Instagram. One-time entries on the website or Instagram will be entered into the prize draw for the grand prize.

### **2. Participation**

- 2.1 By participating, the participant expressly agrees to these conditions of participation.
- 2.2 Any natural person who has a My Goethe.de account may participate. Participants under the age of 18 must ensure that their parents or legal guardians have consented to their participation.
- 2.3 Participation in the lottery and the chances of success of participation are not dependent on the purchase of goods or the use of services.
- 2.4 Participants may participate both via Instagram and on the website, but not on both platforms for the same daily prize.
- 2.5 Participation is subject to acceptance of the Terms and Conditions of Participation.

### **3. Implementation and processing**

- 3.1 The Goethe-Institut will open a small door on its digital Advent Calendar ([www.goethe.de/adventskalender](http://www.goethe.de/adventskalender)) each day during the period of the overall lottery, behind which a question is concealed. Each day a post with a unique hashtag is posted on Instagram.
- 3.2 Participants take part in the lottery by creating a comment in the comment field of the respective daily question that is thematically related to the daily question and

making it available to the My Goethe.de community. To participate via Instagram, participants must refer thematically to the daily post in their own post and use the lottery's unique daily hashtag.

- 3.3 The comment will be published when it has been released by the participant. The Goethe-Institut reserves the right to remove illegal, defamatory or otherwise inappropriate contributions or to publish contributions only after they have been checked for illegal content. The Goethe-Institut also reserves the right to exclude illegal, defamatory or otherwise inappropriate entries from the lottery.
- 3.4 Each participant can publish an unlimited number of comments per daily question. Only the first comment placed will be included in the daily draw. The comments of the respective daily draw can be submitted on the respective day in the period from 0:00 hours to 23:59 hours. Participation in several daily raffles is not excluded.
- 3.5 If a person participates in the same day's prize draw through several posts, only the first entry for the prize draw will be considered. On Instagram, participation is possible from the time of the start post for that day until midnight using the daily unique hashtag. Participation in several daily competitions is not excluded.
- 3.6 For each day, a winner will be randomly selected from all comments and Instagram posts submitted and accepted (Clause 3.3, Sentence 2 and Clause 3). The daily prizes include various non-cash prizes worth up to €25 each. The daily prizes are not payable in cash. The respective daily prize will not be announced in advance.
- 3.7 The selected daily winner will be announced by the Goethe-Institut within five working days with his/her My Goethe.de user name on [www.goethe.de/adventskalender](http://www.goethe.de/adventskalender) and notified by e-mail or telephone. Participants who have not been selected will not be notified. Within 10 days of the announcement of the prize notification, the daily winner must provide an address to which the daily prize is to be sent.
- 3.8 **The selected daily winner will be notified by the Goethe-Institut within five working days by private message on Instagram. Participants who have not been selected will not be notified. The daily winner must provide an address to which the daily prize is to be sent within 10 days of the announcement of the prize. The winner of the day grants the Goethe-Institut the right to share the winning post on goethe.de.**
- 3.9 If the selected participant does not give his/her postal address within 10 days, the entitlement to the respective daily prize shall lapse and a new daily winner shall be determined randomly.
- 3.10 The respective daily prize will be sent to the specified address. The Goethe-Institut accepts no liability for the proper delivery of the prize.
- 3.11 The prize for the overall lottery will be drawn at random from all participants in the 24 daily lotteries. The prize of the overall lottery is a voucher for a language course "Deutsch Online Individual" worth 675,00€. The voucher is not transferable

and cannot be paid out in cash. The language course must be completed in full by 31.12.2019.

3.12 3.7, 3.8 and 3.9 shall apply correspondingly to the notification of winnings and acceptance of winnings.

#### **4. Copyright and personal rights**

- 4.1 Participants shall grant the Goethe-Institut the simple right of use for all known and unknown types of use to the website commentary or Instagram post created by them for the purpose of taking part in the Contest, which shall be unrestricted in terms of space and time and limited in content to the contest. This includes, in particular, making the contest publicly accessible on the Internet, including use in social media networks (e.g. Instagram, Facebook and Twitter) and the right to exhibit. A new exhibition as a video or as a so-called "Instastory" is also possible. The right of use is granted free of charge. The Goethe-Institut is entitled to grant the aforementioned rights to third parties.
- 4.2 Participants affirm that the comment they submit is free of third-party rights, in particular copyrights, other ancillary copyrights or personal rights, and that they may freely dispose of the comment. As a precaution, they indemnify the Goethe-Institut against all claims by third parties based on the fact that the above assurance does not apply.
- 4.3 Participants affirm that the uploaded participation picture on Instagram is free of third party rights, in particular copyrights, other ancillary copyrights or personal rights, and that they may freely dispose of the photo. As a precaution, they indemnify the Goethe-Institut against all claims by third parties based on the fact that the above assurance does not apply.
- 4.4 The Goethe-Institut is entitled, but not obliged, to use the photo or commentary created by the participants. The Goethe-Institut shall name the participants within the scope 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 disclaimers and limitations of liability shall apply to any liability of the Goethe-Institut for damages, notwithstanding the other statutory conditions 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 material duties whose breach jeopardises the achievement of the purpose of the contract, or for the breach of duties whose fulfilment makes the proper conduct of the lottery possible in the first place and on whose observance 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 preceding 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 quality 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 Goethe-Institut shall observe the statutory data protection provisions.
- 6.2 The following data will be collected from the participants by the organizer and will be used exclusively for the design, execution and handling of the competition: Advent calendar 2018. The legal basis for data processing is Art. 6 (1) b) DSGVO.
- 6.3 The data will not be used beyond the contest or passed on to third parties for other purposes.

## **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 hereby declares that the availability and function of the lottery cannot be guaranteed. The lottery may be terminated or removed due to external circumstances and constraints without any claims on the part of the participants against the Goethe-Institut arising therefrom. 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 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 Instagram**

- 9.1 In addition to these Terms and Conditions of Participation, the relationship between the Goethe-Institut, the participant and Instagram is governed by Instagram's Terms and Conditions of Participation <https://de-de.facebook.com/help/instagram/478745558852511> and Instagram's Privacy Policy: [https://help.instagram.com/519522125107875/?helpref=hc\\_fnav&bc\[0\]=368390626577968&bc\[1\]=285881641526716](https://help.instagram.com/519522125107875/?helpref=hc_fnav&bc[0]=368390626577968&bc[1]=285881641526716).
- 9.2 Participants may not assert any claims against Instagram in connection with participation in the lottery.
- 9.3 Participants acknowledge that the lottery is in no way sponsored, supported or organised by Instagram, nor is it affiliated with Instagram.
- 9.4 All information and data provided by or collected from participants in the lottery will be provided only to the Goethe-Institut and not to Instagram.
- 9.5 All enquiries and information regarding the lottery must be directed to the Goethe-Institut and not to Instagram.

## **10. Concluding provisions**

- 10.1 Legal recourse is excluded with regard to the determination of winners and its results.
- 10.2 The implementation of the contest and the legal relationships of the persons participating in the contest 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 contest. In the case of consumers, this choice of law applies only to the extent that the consumer is not deprived of the protection granted to him by the mandatory consumer protection regulations of the state in which he has his customary 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 The Terms and Conditions of Participation are available in German.