

**Conditions of participation for the video format “On the road with Rahel” at
www.goethe.de**

Period: 06.06.2019, 11:00 am – 12.06.2019, 11:59 pm (“CET”)

1. Participation in the video format lottery with the title “On the road with Rahel”, for the third episode in Hamburg.

- 1.1. The Goethe-Institut will produce the video format with the title “On the road with Rahel”. In addition, the Goethe-Institut will conduct the lottery associated with the format.
- 1.2. The video format consists of several episodes.
- 1.3. Participation takes place exclusively via the comment function on the website www.goethe.de and is free of charge for the participant (with the exception of the participant’s internet connection fees).
- 1.4. The period of participation in the lottery is from 06.06.2019, 11:00 am to 12.06.2019, 11:59 pm. All times stated in these terms and conditions refer to the local time in Central Europe (Central European Summer/Summer Time, “CET”).

2. Participation

- 2.1. By participating, the participant expressly agrees to these conditions.
- 2.2. Any natural person with a Mein Goethe.de account may participate. Participants under the age of 18 must guarantee 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. Participation is subject to acceptance of the terms and conditions of the lottery.

3. Implementation and conclusion

- 3.1. In each episode of the video format, two sustainability initiatives in a German city will be presented by a moderator commissioned by the Goethe-Institut.
- 3.2. Prior to the filming date, visitors to the website will be informed which city the moderator will visit and which sustainability initiatives she will present in each episode.

- 3.3. You take part in the lottery by suggesting in the comment field which question the moderator should put to her interlocutors. The suggestions can be submitted during the period defined in section 1.4.
- 3.4. The online editorial team of the Goethe-Institut together with the moderator will make an editorial decision on which of the proposed questions are to be asked to the interlocutors. This decision does not have to be justified.
- 3.5. Suggestions may also be posted on the social media channels of the Goethe-Institut (Facebook, Instagram, Twitter) under the relevant posts. However, these suggestions will not be entered into the lottery. In addition to the suggestions on goethe.de, the online editorial team and the moderator will evaluate the suggestions according to section 3.4 and possibly include them in the video format.
- 3.6. After the expiry of the time limit stated in section 1.4, a winner will be randomly selected from all comments submitted and determined according to section 3.9 on goethe.de. The winners will receive various material prizes. The prizes are not payable in cash. The respective prize will not be announced in advance.
- 3.7. The Goethe-Institut will notify the winner by e-mail within one calendar week of the expiry of the period specified in section 1.4 and will ask for the winner's full name and address. Participants who have not been selected will not be notified. By participating in the lottery, the winner affirms that the Goethe-Institut may send him/her a package containing the prize.
- 3.8. In the event that the winner does not respond by e-mail within 7 days after the Goethe-Institut has contacted him/her, the Goethe-Institut will conduct the draw afresh.
- 3.9. 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.

4. Copyright and privacy rights

- 4.1. The participants hereby grant the Goethe-Institut the non-exclusive right of use for all known and unknown types of use to the website commentary or social media post created by them for the purpose of participating in the lottery, which shall be unrestricted in terms of time and place and limited in terms of content to the lottery. This includes, in particular, the right to make the content publicly available on the internet, including its use in social media networks (e.g. Instagram, Facebook and Twitter). Also included is the right to edit, e.g. as a video or as part of a so-called "Instastory", as well as the use of the editing. The right of use is granted free of charge. The Goethe-Institut is entitled to grant the aforementioned rights to third parties.
- 4.2. The participants affirm that the commentary they submit is free of third-party rights, in particular copyrights, other ancillary copyrights or personal rights, and that they are free to make use of the commentary. As a precaution, you shall indemnify the Goethe-Institut against all claims by third parties based on the claim that the above assurance does not apply.

4.3. The Goethe-Institut is entitled, but not obliged, to use the commentary created by the participants. The Goethe-Institut is entitled to name the participants by their first names and the names of their communities within the framework 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 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 is liable for minor negligent breach of essential obligations whose breach jeopardises the achievement of the purpose of the contract, or for the breach of obligations whose fulfilment makes the proper running of the competition 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 minor negligent breach of obligations other than those specified in the preceding statements.

5.5. The above limitations of liability do 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 also applies to the personal liability of employees, representatives and subcontractors of the Goethe-Institut.

6. Declaration of consent under data protection law

6.1. The storage, processing and transfer of the data entered by the participants for the purpose of participation in the lottery will be used exclusively for this purpose.

6.2. The Goethe-Institut uses the following participants' data: Postal address, e-mail address, first and last names and any other personal data provided by the participant in the comment function. The data will not be passed on to third parties for other purposes.

6.3. Detailed information on data protection can be found at:

<https://www.goethe.de/en/dat.html>

7. Exclusion from the lottery

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

7.2. Excluded are persons who (i) provide untrue information about their personal data, (ii) enter unlawful or content contrary to these terms and conditions of participation, or (iii) do not comply with the requirements contained in these terms and conditions of participation, or (iv) manipulate or otherwise abuse the electronic equipment created for the lottery.

8. Premature termination of the lottery and the video format

8.1. The Goethe-Institut advises that the availability and function of the video format cannot be guaranteed. The video format 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 video format prematurely at any time without prior notice and without providing any reasons.

9. Concluding provisions

9.1. Legal recourse is excluded with regard to the implementation of the winner determination and its results.

9.2. The organisation of the competition 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. 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 or her by the mandatory consumer protection regulations of the state in which he or she has his or her habitual residence.

9.3. In the event that any provision of these conditions of participation is or becomes invalid or unenforceable, this shall not affect the validity of the remaining provisions.

9.4. These terms and conditions of participation are available in German, English, Italian and Spanish. In the event of contradictions between the six language versions, the German version prevails.