

Terms and Conditions

Facebook Competition “Europe’s Kitchen” of the Goethe-Institut Glasgow goethe.de/glasgow

1. Competition

- a. The Goethe-Institut Glasgow is organising a competition on its Facebook website <https://www.facebook.com/goetheinstitutglasgow/>.
- b. Participation takes place online and is free of charge (please note that participants’ internet connection fees are not included).
- c. The competition will run from 06.10.2020, 5.30pm to 08.10.2020, 6pm. All times indicated in the terms and conditions of participation refer to the local time in the UK.

2. Participation

- a. By participating in the competition “Europe’s Kitchen”, the participant expressly agrees to the terms and conditions of participation and the application of German law according to subparagraph 10.b.
- b. The competition is open to any person between the ages of 18 and 99.
- c. Participation of “Europe’s Kitchen” takes effect when a comment is added to the Facebook post titled “Europe’s Kitchen Competition”.
- d. 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 “Europe’s Kitchen” requires that the participants post an answer to the question “What comes to your mind when you think about food, cooking, togetherness or sharing regarding to Europe?” in the comment section of the Facebook post titled “Europe’s Kitchen Competition”. The winner will be notified no later than 10.10.2020 via Facebook private message.
- b. Each participant can only submit one answer in one Facebook comment. If a participant submits more than one comment, only the earlier comment will be considered.
- c. The Goethe-Institut Glasgow reserves the right to delete unlawful, defamatory or otherwise inappropriate comments.
- d. If the participant does not acknowledge his/her prize within 7 working days of receiving the notification from the Goethe-Institut Glasgow by Facebook private message, he/she relinquishes any claim to the prize and a new winner is chosen from the comments.
- e. The prizes are vouchers for the special “Europe’s Kitchen” menu at Soul Food Sisters Glasgow.

4. Liability

- a. The Goethe-Institut Glasgow 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 Glasgow 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 Glasgow assumes unlimited liability for damages arising from willful intent or gross negligence.
- d. In addition, the Goethe-Institut Glasgow 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 Glasgow's liability is limited to the compensation of foreseeable, typically occurring damages. The Goethe-Institut Glasgow 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 Glasgow's liability as determined by product liability law remains unaffected.
- f. Insofar as the liability of the Goethe-Institut Glasgow is ruled out or limited, this also applies to the personal liability of employees, representatives or agents of the Goethe-Institut Glasgow.

5. Data Protection

- a. The Goethe-Institut Glasgow 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 Glasgow 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 Glasgow 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.

6. 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.

7. Premature termination of competition

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

8. Final provisions

- a. Recourse to legal action regarding the execution of the competition and its results is excluded.
- b. The execution of the competition and the legal relations of the persons taking part in it are exclusively subject to German law, independently of the geographical location from which the participant takes part in the competition.
- c. In the event that any of these individual provisions are or become invalid or unenforceable, the validity of the other provisions remains unaffected.