

Terms and Conditions of Participation

for the Goethe-Institut's "Advent Calendar 2020" lottery at www.goethe.de and Instagram

01.12.2020 until 24.12.2020

1. Contest

- 1.1 The Goethe Institut conducts the contest "Adventskalender 2020" at 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 01.12.2020, 0:00 hours, until 24.12.2020, 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 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) each day during the period of the overall lottery, behind which a question is concealed. Each day a post on Instagram.
- 3.2 Participants take part in the lottery by creating a comment, on Instagram also by posting a picture, 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.

- 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 one comment placed will be included in the daily draw. Only one comment per platform will be taken into account 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 one 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 notified by the Goethe-Institut within five working days by e-mail or telephone, on Instagram via direct message. 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 [three Online Trainings](#) worth 239,00€ each. The voucher is not transferable and cannot be paid out in cash. The online trainings must be completed in full by 31.12.2021.

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 will not name the participants on the Website, Instagram, Twitter or Facebook. 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 participant permits the Goethe-Institut to process the personal data entered for the implementation of the competition by the Goethe-Institut, insofar as this is necessary for the implementation of the competition and / or the exercise of the rights of use according to Section 4, in return for being able to participate in the competition. Personal data are name, contact details and photos as well as other information about the person that the participant provides themselves
- 6.2 The participant can withdraw from the competition at any time and / or delete or block the data they have published on Instagram. In order to prevent further processing by the Goethe-Institut, a declaration of revocation to the Goethe-Institut is required (see the information in accordance with Art. 13 GDPR in the appendix).
- 6.3 The Goethe-Institut shall observe the statutory data protection provisions.
- 6.4 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 2020. The legal basis for data processing is Art. 6 (1) b) DSGVO.
- 6.5 The data will not be used beyond the contest or passed on to third parties for other purposes.
- 6.6 The Goethe-Institut will only store personal data of participants to the extent necessary to carry out the competition. All personal data relating to the participants will be deleted immediately after the end of the prize draw.

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 Instagram 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 Participation is possible via the following channels: Instagram: goetheinstitut
- 9.2 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).
- 9.3 Participants may not assert any claims against Instagram in connection with participation in the lottery.
- 9.4 Participants acknowledge that the lottery is in no way sponsored, supported or organised by Instagram, nor is it affiliated with Instagram.
- 9.5 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.
- 9.6 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.

Annex:

Information pursuant to Art. 13 DSGVO on the processing of personal data

Responsible is: Goethe-Institut e.V., Goethe-Institut e.V., Oskar-von-Miller-Ring 18, 80333 Munich ; Contact with the data protection officer: The data protection officer (address as above), e-mail: datenschutz@goethe.de.....

We process the personal data that you provide us with, such as name and contact details (master data) and the uploaded photos for the purpose of fulfilling the contract for participation in the competition and exercising the rights of use granted to us. The legal basis for this is Art. 6 para. 1 letter b DSGVO.

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

We will continue to process this data after the conclusion of the contract and after expiry of statutory storage obligations in order to safeguard our legitimate interests. These are the enforcement of claims and the defence against claims in the event of disputes arising from the contractual relationship as well as the proof of our rights in legal disputes with third parties, in particular in the pursuit of legal infringements. Where necessary, we disclose data to legal advisors, third parties against whom we assert claims or who assert claims against us, as well as authorities and courts. The legal basis for this is Art. 6 letter f DSGVO.

For the above-mentioned purposes, the data will be passed on to technical service providers (e.g. website hosting, support, quality assurance or mailing service), if necessary, who will of course be carefully selected and commissioned in writing. These service providers are bound by instructions and are checked regularly.

The data will also be passed on to Goethe Institutes abroad and sublicensees for the above-mentioned 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 transferred outside the country in which it was collected. Other countries may not offer the same level of data protection as the country of origin. In order to ensure that rights are not disproportionately affected, the Goethe-Institut concludes contracts with third parties with corresponding EU standard contract clauses. The EU standard contractual clauses can be viewed here:

We store your data for as long as they are required for one of the above-mentioned purposes.

You have the following rights: the right of access to personal data processed by us, the right to correct inaccurate data, the right to delete data no longer required or to limit the processing of such data, and the right to data transferability. In the event of infringements of data protection law, you have the right of appeal to a supervisory authority.

Right of objection: You may object at any time to the processing of your data for direct marketing purposes. You may at any time object, for reasons arising from your particular situation, to the processing of your data for the protection of legitimate interests.

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