

Terms and Conditions of Participation

for the Goethe-Institut Glasgows's "Fokus Opening Screening: Sisi & I" ticket raffle on Instagram

03.01.2024 until 04.01.2024

1. Contest

- 1.1 The Goethe Institut conducts the raffle "Fokus Opening Screening: Sisi & I" on the Instagram channel [goetheinstitut_glasgow](https://www.instagram.com/goetheinstitut_glasgow) ([instagram.com/goetheinstitut_glasgow](https://www.instagram.com/goetheinstitut_glasgow)).
- 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 a single raffle with an overall running time from 03.01.2024, 12:00 hours, until 04.01.2024, 12:00 hours.

2. Participation

- 2.1 By participating, the participant expressly agrees to these conditions of participation.
- 2.2 Any natural person who has an Instagram 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.
- 2.5 Participation is subject to acceptance of the Terms and Conditions of Participation.

3. Implementation and processing

- 3.1 The Goethe-Institut Glasgow([instagram.com/goetheinstitut_glasgow](https://www.instagram.com/goetheinstitut_glasgow)) will post a trivia question relating to Fokus, films from Germany on Instagram at 12:00 on 3 January 2024
- 3.2 Participants take part in the lottery by answering the question in the post's comment section. Only one comment per Instagram user will be accepted.
- 3.3 A correct response to the question elicits a valid entry to the ticket raffle. There is only one correct answer to the posted question.

- 3.4 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.
- 3.5 Two winners will be randomly selected from the valid entries (see 3.3). Each winner will receive two (2) tickets to the Fokus opening screening of "Sisi & I" at the Glasgow Film Theatre on Tuesday 9 January.
- 3.6 Participants who have not been selected will not be notified. After 12:00 on Thursday 4 January, the raffle will close and the winners will be notified by the Goethe-Institut Glasgow by private message on Instagram no later than 18:00 Thursday 4 January. Winners will be able to pick up their tickets from the GFT box office.

4. Copyright and personal rights

- 4.1 The Goethe-Institut Glasgow will not name the personal details of participants on the Website, Instagram, Twitter or Facebook. within the scope of any form of use.

5. Liability

- 5.1 The Goethe-Institut Glasgow 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 Glasgow for damages, notwithstanding the other statutory conditions for claims pursuant to this Section 5.
- 5.3 The Goethe-Institut Glasgow shall have unlimited liability insofar as the cause of damage is based on intent or gross negligence.
- 5.4 Furthermore, the Goethe-Institut Glasgow 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 Glasgow 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 organiser and will be used exclusively for the design, execution and handling of the competition:
Fokus Opening Screening: Sisi & I. 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 Glasgow 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_glagsow
- 9.2 In addition to these Terms and Conditions of Participation, the relationship between the Goethe-Institut Glasgow, 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 Glasgow and not to Instagram.
- 9.6 All enquiries and information regarding the lottery must be directed to the Goethe-Institut Glasgow 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.

Annex:

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

Responsible is: Goethe-Institut e.V., Goethe-Institut Glasgow, 3 Park Circus, G3 6AX 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.

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 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>.