

## **Terms and Conditions**

### **November/December GAPP Gratefulness Giveaway: Official Rules**

#### **1. Introduction**

Participation in the competition 'GAPP Gratefulness Giveaway' is only possible online from November 21<sup>st</sup> to December 8<sup>th</sup>, 2023. Participation must be submitted electronically. Postal delivery will not be accepted. Submissions can be in German or English.

#### **2. Eligibility**

The GAPP Gratefulness Giveaway is open to GAPP-Coordinators who submit on behalf of their students. GAPP-Coordinators must be at least 18 years or older and live in the US.

Each GAPP-Coordinator can participate only once. Multiple submissions may result in disqualification.

Persons who

- (i) provide false information regarding their personal data or
- (ii) make unlawful statements or statements contradicting the competition rules or
- (iii) manipulate or otherwise misuse electronic devices created for the competition

are excluded from eligibility to participate.

#### **3. How to Enter**

GAPP-Coordinators complete the sentence "I am grateful for GAPP because..." and add one photo of their latest GAPP exchange (no staged group photos - every person in the photo - or their parents in case of minors - must have consented to being published on social media and on the GAPP website [goethe.de/gapp](https://goethe.de/gapp)).

#### **4. Selection of Winners**

Each GAPP-Coordinator has a chance to win one of the 10 GAPP packages (package may include: water bottle, tote bag, t-shirt or hoodie, stickers) If more than 10 people participate in the quiz, the winners will be selected by lottery. The winners will be notified via e-mail.

#### **5. Winner Notification and Acceptance**

The winners will be notified by the GAPP team via email and/or announced on the GAPP website. Participating GAPP-Coordinators who do not win will not be notified. If a winner fails to claim their prize by responding to the address specified in the notification within five days of receiving the notification, the entitlement to the prize is forfeited without substitution. No cash substitution for prizes is permitted. Entitlement to a prize cannot be transferred.

#### **6. Prizes**

Each of the ten winners will receive a “GAPP package” with GAPP merch (package may include: water bottle, tote bag, stickers, hoodie or t-shirt). The package will be mailed to the winners, after they confirm that the postal address provided is correct.

#### **7. Liability**

The Goethe-Institut will not assume any liability of any kind for the loss or incompleteness of the data transmitted by the participant, unless the loss or incompleteness of the data is a result of intentional or grossly negligent behavior on the part of the Goethe-Institut or its staff. This will also apply to the publication of information by third parties on account of technical errors in the transmission of data and/or unauthorized access.

If the Goethe-Institut is liable to pay damages, the following disclaimers of liability and limitations of liability are applicable, without prejudice to other conditions of entitlement. The Goethe-Institut assumes unlimited liability for damages arising from willful intent or gross negligence.

In addition, the Goethe-Institut assumes liability for slightly negligent breaches of essential contractual duty, the violation of which jeopardizes the fulfilment of the purpose of the contract, or for breaches of contractual duty, the fulfilment of which allows the proper execution of the contest and on the observation of which the contracting party can regularly rely. In this case however the Goethe-Institut's liability is limited to the compensation of foreseeable, typically occurring damages. The Goethe-Institut assumes no liability for the slightly negligent breach of duties other than those mentioned above.

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's liability as determined by product liability law remains unaffected. Insofar as the liability of the Goethe-Institut is ruled out or limited, this also applies to the personal liability of employees, representatives or vicarious agents of the Goethe-Institut.

## **8. Data Protection**

The Goethe-Institut complies with statutory data protection regulations. Participating GAPP-Coordinators agree to the storage, processing, and sharing by the Goethe-Institut of the data they supply in the context of participating in the competition. Data will not be disclosed to third parties for other purposes. Participating GAPP-Coordinators are free at any time to retrieve information concerning which of their data the Goethe-Institut has stored.

## **9. Withdrawal**

Participating GAPP-Coordinators may at any time revoke their consent to such data being stored and consequently withdraw their participation in the competition. The relevant address for such purposes is: Goethe-Institut New York, 30 Irving Place, New York, NY 10003, Attn: "GAPP Gratefulness Giveaway".

By participating, GAPP-Coordinators expressly agree to these official rules. Participation in the competition and the likelihood of being selected are not dependent on the purchase of goods or utilization of services.

## 10. Premature termination of competition

The Goethe-Institut would like to point out that the availability and functioning of the contest cannot be guaranteed. The contest can be terminated or removed due to external circumstances without giving rise to claims by the participants against the Goethe-Institut. This applies for organizational or technical reasons (e.g. viruses on the computer system, manipulation or errors in the hardware and/or software) or rule changes etc. The Goethe-Institut is entitled to terminate the competition prematurely at any time (during the competition period) without notification and without stating a reason.

## 11. Final provisions

Recourse to legal action regarding the execution of the contest and its results is excluded. The realization of the competition and the privity of contract between the involved persons comply exclusively with the law of the Federal Republic of Germany, independently from the geographical location of participants in the contest. Towards consumers, this choice of law only applies insofar as they are not dispossessed of the protection which is being granted towards them by the mandatory consumer protection rules that are in effect where the consumer has her/his main residence.

In the event that any of these individual provisions are or become invalid or unenforceable, the validity of the other provisions remains unaffected.