

# Terms and Conditions of Participations Video Competition "Ein Tag in meinem Leben: als Deutschlernende am Goethe-Institut" on Instagram 22 May-17 June 2024

## 1. Competition

- 1.1. Goethe-Institut Indonesien conducts a video competition "Ein Tag in meinem Leben: als Deutschlernende am Goethe-Institut" (or translated as "A day in my life: as a German student in Goethe-Institut")
- 1.2. Participation takes place exclusively online on the internet and is free of charge for the participant (except for the participant's internet connection fees).
- 1.3. All time descriptions in the Terms of Participation refer to local time in Jakarta, Indonesia (WIB).
  - A) The competition runs from 22 May 2024 until 17 June 2024, 11:59 PM.
  - B) The winner will be announced on 24 June 2024.

### 2. Participations

- 2.1. By participating, the participant expressly agrees to these conditions of participations.
- 2.2. Participation is open to Goethe-Institut Indonesien course participants of all levels who are enrolled in regular courses in Bimester 3 (May-June 2024), at least 18 years old, and domiciled in Indonesia.
- 2.3. The participants of the video competition are those who, during the competition, publish a reel video with the hashtag **#LernDeutschMitGoetheInstitut #KursusGoethe** on their Instagram channel in accordance with the requirements of the Goethe-Institut.

# 3. Implementation and processing

- 3.1. Participation in the video competition requires:
  - A video of at least 30 seconds and at most one minute on the theme "A Day in My Life: As a German Language Student at the Goethe-Institut" is made and provided to the jury appointed by Goethe-Institut Indonesien in accordance with the conditions in article 2 point 3 for judging.
- 3.2. The use of words or visuals (gesture/image) that are abusive, racially charged, pornographic, violence and offensive to certain parties is highly prohibited.





- 3.3. The terms and conditions of participation are agreed with the publication of the video on Instagram, with the hashtags **#LernDeutschMitGoetheInstitut #KursusGoethe.** Participant must mention and tag Goethe-Institut Indonesien (www.instagram.com/goetheinstitut\_indonesien) and Goethe-Institut Bandung (www.instagram.com/goetheinstitut\_bandung) Instagram account.
- 3.4. Participants must follow Goethe-Institut Indonesien's Instagram account (<a href="www.instagram.com/goetheinstitut indonesien">www.instagram.com/goetheinstitut indonesien</a>) and Goethe-Institut Bandung's Instagram account (<a href="www.instagram.com/goetheinstitut\_bandung">www.instagram.com/goetheinstitut\_bandung</a>).
- 3.5. Participants must fill out the participation form available at the following link: **bit.ly/ReelsVideoCompetition**
- 3.6. All videos must be uploaded and participants must also fill out the participation form within the period of 22 May to 17 June 2024, at 11:59 PM. Submissions uploaded after this time will not be considered.
- 3.7. Participants' Instagram accounts must not be locked (private) until the announcement of the winner so that the entries can be assessed by the committee.
- 3.8. All participants agree in principle that their video work and accompanying captions will be publicly displayed.
- 3.9. The winners will be selected by jury appointed by Goethe-Institut Indonesien. Selected winners will be notified by Goethe-Institut Indonesien. Participants who are not selected will not be notified.
- 3.10. The jury will determine the competition winners based on the highest score of the criteria: video creativity, composition of good, correct and appropriate use of German at current level of participant, video production quality, theme suitability and video engagement. The jury's decision is final and inviolable.
- 3.11. The winners of the competition will receive the following prizes:
  - A) First place prize: a 2-week German language course in Germany, available from September to November 2024.
  - B) Second place prize: 100% discount on German courses at Goethe-Institut Indonesien for their following course.
  - C) Third place prize: 50% discount on German courses at Goethe-Institut Indonesien for their following course.
- 3.12. The first winner is only entitled to the prizes, if he/she is also registered in Bimester 4 (July-August 2024).). If the winner does not meet this requirement, the winner will be considered forfeited, and the prize will be awarded to the next rank.
- 3.13. The conditions in Section 3 Point 12 do not apply to course participants who in Bimester 3 are at B2.4 level (for extensive/intensive courses) or B2.3-B2.4 level (for superintensive courses).





- 3.14. The winners will be announced on Goethe-Institut Indonesien and Goethe-Institut Bandung's Instagram channel, and will also be contacted by Goethe-Institut Indonesien via email.
- 3.15. If the selected winners within two days after notification does not report to the Course Secretariat, the right to the prize is forfeited.

## 4. Copyrights and personal rights

- 4.1. All participants in the competition grant to the Goethe-Institut the right to use the works created by them under the hashtag **#LernDeutschMitGoetheInstitut #KursusGoethe** without limitation in space and time for publication on the Goethe-Institut website, on the social media channels of the Goethe-Institut and its partners, at exhibitions related to the competition, in Goethe-Institut publications in printed or digital form for advertising purposes. This concerns rights of reproduction and distribution of videos on image or sound storage media, the right of access to the public on the internet, as well as the right of utilization on social media networks and the right of exhibition. The granting of utilization rights is carried out without remuneration. 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 video (including pictures, text and sound in the video) 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 video. 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. The Goethe-Institut is entitled, but not obliged, to use the videos created by the participants. The Goethe-Institut will not name the participants 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.
- 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: Video Competition "Ein Tag in meinem Leben: als Deutschlernende am Goethe-Institut". 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. 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 <a href="https://help.instagram.com/581066165581870?ref=dp">https://help.instagram/s</a> Privacy Policy: https://help.instagram.com/519522125107875.
- 9.2. Participants may not assert any claims against Instagram in connection with participation in the lottery.
- 9.3. Participants acknowledge that the lottery is in no way sponsored, supported or organised by Instagram, nor is it affiliated with Instagram.
- 9.4. 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.
- 9.5. 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.

