

Conditions of Participation for the Photo Competition "Snap die Verwandlung: Kafkas Welt durch deine Linse" by the Goethe-Institut Cyprus

7/10/2024 to 25/10/2024

1. Competition

- 1.1 The Goethe-Institut Cyprus is running the photo competition on its website.
- 1.2 Participation is online on the internet only and is free of charge for the participant(s) (with the exception of the internet connection fees incurred by the participant).
- 1.3 The competition runs from 7/10/2024, 0:00 a.m., to 25/10/2024, 23:59 p.m. All times in the Conditions of Participation refer to the local time in Eastern Europe (Eastern European summer/winter time "EET").

2. Participation

- 2.1 By participating, the participant expressly agrees to these conditions of participation.
- 2.2 Any natural person between the ages of 12 and 18 living in Cyprus can participate. Participants under the age of 18 must ensure that legal guardians have consented to their participation.
- 2.3 Up to four individual photos or a series of up to four photos can be submitted in JPEG format.
- 2.4 All persons participating in the submitted photos must have agreed to this.
- 2.5 A person will participate in the photo competition if she/he has registered during the competition according to the specifications of the Goethe-Institut on the website www.goethe.de/cyprus/snapkafka and submitted their photos in accordance with section 3.1.
- 2.6 Participation in the competition and the chances of success are not dependent upon the purchase of goods or services.

3. Execution and Completion

- 3.1 Participation in the photos competition requires that a group of two or three persons self-produce a series of photos on the topic "Snap die Verwandlung: Kafkas Welt durch deine Linse", which is made available to the jury for the purposes of voting via a WeTransfer link, in addition to making contact details available and accepting the conditions of participation. Registration for the competition and the submission of contributions can only be done by using the registration form on the website www.goethe.de/cyprus/snapkafka
- 3.2 The best photos will be published on the website and social media of the Goethe-Institut Cyprus and presented as part of a Kafka exhibition in the hall of the Goethe-Institut in Nicosia. The Goethe-Institut reserves the right to remove illegal, defamatory or otherwise inappropriate contributions, or to only publish contributions after having checked them for illegal content. AI-generated photos are not permitted to be submitted.

- 3.3 Each group of participants can submit a contribution until 23:59 p.m. on 25 October, 2024.
- 3.4 After the submission period has ended, the submitted photos will be viewed by a jury that has been appointed by the Goethe-Institut Cyprus, who will determine which are the best contributions and/or their ranking.
- 3.5 The winners of the competition will be notified by email and the results will be announced on the website of the Goethe-Institut Cyprus.

4. Rights of Use

- 4.1 The participants grant the Goethe-Institut the spatially and temporally unrestricted right to all known and unknown types of use pertaining to the contribution they have created for the purpose of competition entry. This includes, in particular, the right to reproduce and distribute the contribution by means of video or audio recordings, the right to make it publicly available on the internet, including use in social media networks (e.g. Facebook, YouTube, Vimeo) and the right of exhibition. The right of use is granted free of charge. The Goethe-Institut is entitled to grant the aforementioned rights to third parties.
- 4.2 The participants ensure that the uploaded photos are not subject to the rights of a third-party, in particular copyrights, other ancillary copyrights or personal rights, and that the photos can be used freely. They shall, as a matter of precaution, indemnify the Goethe-Institut from all third-party claims derived from the statement that the above assurance does not apply.
- 4.3 The Goethe-Institut is entitled, but not obliged, to use the contributions created by the participants. The Goethe-Institut will name the participants in any form of use.

5. Liability

- 5.1 The Goethe-Institut accepts no liability whatsoever for the loss or incompleteness of the transmitted data by the participant, unless such loss or incompleteness is the result of a deliberate act or gross negligence on the part of the Goethe-Institut or its employees. This also applies to the disclosure of information by third parties due to technical faults in the data transfer and/or unauthorised access.
- 5.2 In the event of liability for compensation on the part of the Goethe-Institut, the following exclusions and limitations of liability remain unaffected by the other legal eligibility criteria according to Section 5.
- 5.3 The Goethe-Institut shall incur unlimited liability should the cause of damage be due to intent or gross negligence.
- 5.4 Moreover, the Goethe-Institut is liable for the slightly negligent breach of essential obligations, the breach of which jeopardizes the achievement of the purpose of the contract, or for the breach of obligations, the fulfilment of which are essential for the proper implementation of the competition and whose compliance the participants regularly rely on. However, in this case, the Goethe-Institut is only liable for the foreseeable, contractually typical damage. The Goethe-Institut is not liable for the slightly negligent breach of obligations other than those specified in the preceding sentences.

- 5.5 The aforementioned limitations of liability shall not apply to injury to life, limb and health, for a defect after assumption of a guarantee of product quality and for fraudulently concealed defects. Liability under the Product Liability Act remains unaffected.
- 5.6 Insofar as the liability of the Goethe-Institut is ruled out or limited, this also applies to the personal liability of the employees, representatives and vicarious agents of the Goethe-Institut.

6. Data Protection

- 6.1 The participant allows 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 in accordance with Section 4, in return for the opportunity to participate in the competition. Personal data includes the name, contact details and photo, and, if required, any other personal information provided by the participant himself/herself.
- 6.2 The participant can withdraw from the competition at any time and/or delete or block the data he/she has published on www.goethe.de. In order to prevent further processing by the Goethe-Institut, it is required that a revocation is declared to the Goethe-Institut (in the appendix, see the information in accordance with Article 13 GDPR).

7. Exclusion from the Competition

- 7.1 Employees of the Goethe-Institut e.V. and their relatives are excluded from participating in the competition.
- 7.2 Excluded are persons who (i) provide untrue information about their personal data, (ii) enter illegal content or content that contradicts these conditions of participation or (iii) do not comply with the specifications contained in these conditions of participation or (iv) manipulate or otherwise misuse the electronic systems created for the competition.

8. Premature End of the Competition

- 8.1 The Goethe-Institut points out that the availability and function of the competition cannot be guaranteed. The competition can be terminated or removed because of external circumstances or constraints without claims on the part of the participants against the Goethe-Institut. This can include organizational or technical problems (e.g. viruses in the computer system, manipulation or errors in the hardware and/or software).
- 8.2 The Goethe-Institut is entitled to terminate the competition prematurely at any time without prior warning and without giving reasons.

9. Final Provisions

- 9.1 Legal action is excluded in regard to the implementation of the process of determining the winners and deciding on the results.

- 9.2 The performance of the competition and the legal relationships of the persons involved in the competition complies exclusively with the law of the Federal Republic of Germany, regardless of the location from which a participant takes part in the competition. This choice of law applies to consumers only insofar as the consumer is not deprived of the protection granted to him/her by the mandatory consumer regulations of the country in which he/she has his/her habitual residence.
- 9.3 Should individual provisions of these Conditions of Participation be or become invalid or unenforceable, the validity of the remaining conditions shall remain unaffected.
- 9.4 These Conditions of Participation are available in German and English. In the event of any inconsistency between the two language versions, the German version shall prevail.

**INFORMATION PURSUANT TO
ART. 13 AND ART. 14 GDPR**

**NOTE ON THE PROCESSING OF PERSONAL DATA IN ACCORDANCE WITH ART. 13 AND 14
GENERAL DATA PROTECTION REGULATION (GDPR)**

The Goethe-Institut e.V., Oskar-von-Miller-Ring 18, 80333 Munich, Germany, hereinafter referred to as "Controller", collects and processes your personal data (hereinafter referred to as "data") under the following conditions.

CONTROLLER

Goethe-Institut e.V.

Oskar-von-Miller-Ring 18

80333 München

Telefon: +49 89 15921-0

www.goethe.de

PURPOSE

We process your data in order to consider your participation at the photo competition "Snap die Verwandlung: Kafkas Welt durch deine Linse", for which you have registered.

LEGAL BASIS

Processing shall be lawful only if and to the extent that at least one of the following applies:

1. Consent (Art. 6 para. 1 a) GDPR

Processing is based on your consent. This is the legal basis for the processing. The consent is voluntary. You can revoke your consent at any time with effect for the future.

2. fulfilment of contractual obligations (Art. 6 para. 1 b) GDPR

Processing is based on contractual obligations between you and the Controller. The processing of personal data is necessary for the performance of the legal relationship.

3. compliance with legal obligations (Art. 6 para. 1 c) GDPR

The processing is based on being necessary for the fulfilment of legal obligations to which the Goethe-Institut is subject. We may process your data for identity verification, compliance with tax obligations and for documentation in the event of an audit by a public authority. The disclosure of personal data may become necessary in the context of official or judicial measures for the purpose of gathering evidence, criminal prosecution or the enforcement of civil claims.

4. legitimate interest (Art. 6 para. 1 f) GDPR)

Processing is based on legitimate interests pursued by the controller or by a third party.

CATEGORIES OF PERSONAL DATA TO BE PROCESSED

We process the following data about you:

- Your name,
- Your age
- Your e-mail address
- the data arising in the context of the photos (photos and metadata of the photographic material).

In the case of processing pursuant to Art. 6 para. 1 b) GDPR, the following shall apply: without the data which you have provided to us prior to the conclusion of the contract, the performance of the contract is not possible.

TRANSFER TO THIRD PARTIES

Your personal data will be passed on to third parties. The recipients of your data are as follows: the organisers of the Weeks of the German Language (Embassies of Austria, Germany and Switzerland in Cyprus)

TRANSFER TO A THIRD COUNTRY

A transfer to a third country only takes place if the EU Commission has determined that an adequate level of protection is guaranteed for the country in question or if the "standard data protection clauses" issued by the EU Commission (<https://eur-lex.europa.eu/legal-content/DE/TXT/?uri=CELEX%3A32010D0087>) have been agreed with the recipient.

In the event of the creation and publication of image and/or sound recordings:

The recordings will also be forwarded to Goethe-Institutes abroad and cooperation partners for the aforementioned purposes. In this case, the data may be transferred outside the country in which it was collected. The data will only be passed on to third parties if the EU Commission has determined that an appropriate level of protection is guaranteed for the country in question, or if the "standard data protection clauses" issued by the EU Commission (<https://eurlex.europa.eu/legal-content/DE/TXT/?uri=CELEX%3A32010D0087>) have been agreed with the recipient. When the data are published, especially on the Internet, they can also be accessed in countries where an adequate level of data protection is not guaranteed.

DURATION OF DATA STORAGE

We store your data for as long as it is necessary for the above-mentioned purpose or for as long as a statutory retention period is prescribed.

YOUR RIGHTS AND CONTACT DETAILS

Information and access: Upon request, we will gladly inform you whether and which data about you is stored.

Rectification, restriction of the processing or erasure: As far as the legal prerequisites are given, you have a right to rectification, restriction of the processing or erasure of these data.

Data portability: You also have the right to receive from us the data which you have provided to us in a structured, common and machine-readable format; you can transmit these data to other places or have them transmitted.

Objection: You may object at any time to the processing of your data on the legal basis of Art. 6 para. 1 f GDPR for reasons arising from your particular situation. We will then no longer process your data unless we can demonstrate overriding compelling legitimate grounds for the processing or the processing serves the assertion, exercise or defence of legal claims.

The following applies to data processing based on consent in accordance with Art. 6 para. 1 a GDPR: Right to withdraw consent.

If you have given your consent to the processing of your personal data in the context of concluding a contract, you can revoke this consent at any time for the future. The legality of the data processing carried out on the basis of the consent until the revocation is not affected by this.

If you have any questions regarding the collection, processing or use of your personal data, for information, rectification, restriction of the processing or erasure of data as well as withdrawal of any consent given or objection to a specific use of data as well as the right to data portability, please contact our company data protection officer

Data Protection Officer

Goethe-Institut e.V.

Oskar-von-Miller-Ring 18

80333 München

datenschutz@goethe.de

COMPLAINT TO THE SUPERVISORY AUTHORITY

You also have the right to appeal to the responsible supervisory authority for data protection, which is the Federal Commissioner for Data Protection and Freedom of Information, Graurheindorfer Straße 153, 53117 Bonn. You can also file your complaint with any data protection authority. Your complaint will then be forwarded to the responsible supervisory authority.