

Terms of participation and data usage for the MyABC Instagram Challenge¹

8 February – 22 April 2021

#myabc2021

Introduction and subject of these terms and conditions

- The following terms and conditions of participation and data usage (hereafter referred to as the “terms of participation”) apply to participants of the “MyABC Instagram Photo Challenge under the hashtag #myabc2021” (hereafter referred to as the “contest”).
- The Bauhaus-Archiv / Museum für Gestaltung, Schillerstr. 9, 10623 Berlin (hereafter referred to as the “organiser”) is responsible for organising the contest and for all data protection-related matters. For more details, see our [Legal notice](#).
- By participating in the contest, the participants consent to the terms of participation.
- References to the “content” in the following applies to all content and information submitted and shared by participants in connection to the contest and includes, e.g. photos, graphic elements, videos, texts, comments and descriptions of places and persons.
- References to persons, such as “participants”, are non-gender-specific and apply to both female and male participants to an equal degree.

Terms of participation

- Information on the terms of participation, required actions, the duration of the contest, the individual stages of the contest, and possible prizes are detailed in the descriptions provided to the participations as part of the contest “[MyABC – Instagram Challenge](#)”.
- To participate in the contest, participants must designate their photos with the hashtag “#myabc2021” on the “Instagram” platform. The winners are selected by a jury. After selecting the winners, the organiser shall contact the participants via text message to request permission to use their photos in accordance with these terms of participation. The consent of the participants is a prerequisite for claiming their respective prizes.
- To be eligible to participate, individuals must be natural persons 18 years or older with residence in the EU.

¹ The following is a translation and is provided for Informational purposes. Only the original German version is legally binding.

- Staff employed by the organiser or its cooperation partner who are or were involved in creating or conducting this contest are not eligible to participate.
- The organiser reserves the right to exclude at any time and without prior notice participants who use multiple email addresses, social media accounts or similar non-permissible methods to increase their chances of winning, or who technically manipulate the contest or how it is conducted, or who violate these terms of participation in any other way.

Prize winner notification and claiming prizes

- Participants will be notified shortly following the end of the participation period on 22 April 2021 as to whether they were selected as a winner with a request for confirmation. In this context, we require participants to provide their real names and payment information in order to transfer the prize winnings.
- If a participant does not confirm their acceptance of a prize within 14 days, the prize is forfeited. The participant is responsible for the accuracy of his/her provided contact data. If a winner cannot be notified due to incomplete or incorrect contact data, the claim to the awarded prize is forfeited.
- Payment of prizes in cash, in material assets, their exchange or transferral to other persons is not permitted. Participants are free to refuse their prizes. The prizes are transferred to the participant upon individual arrangement.
- The organiser is permitted to contact participants via their provided contact data (e.g. via message function on the platforms where the contest is being staged), insofar as this is necessary for organising and carrying out the contest.

Usage rights and name disclosure

- The following rights are granted to the organiser of the contest and its cooperation partner (Buchstabenmuseum Berlin) and are required for the provision and execution of the contest and possible presentation of the participants' submissions in online and offline media (e.g. on Facebook, Instagram, on our website and in print materials), as well as its use for other editorial and commercial purposes (e.g. advertising purposes).
- Participants grant the organiser the right to reproduce, disseminate, make publicly accessible, send and process all content provided in connection to the contest at no cost and without limitation in time or location, as well as to transfer these rights to commissioned third parties, e.g. cooperation partners of the contest or technical service providers. The organiser shall normally include the names of the participants, insofar such information is permissible and not undesired, in connection to their content, but reserves the right to forego the disclosure of participants' names.
- The usage rights are granted indefinitely until they are withdrawn by the user. The right of withdrawal as provided by law remains unaffected.

Disclosure of participants' names

- Participants declare their consent to having their names publicly disclosed in connection to the contest or the presentation of their submissions by the organiser, the cooperation partner or by third parties commissioned by the organiser in online and offline media (e.g. on Facebook, Instagram, on our website and in print materials).

Usage rights of the organiser and third parties

- Participants are not permitted to use or alter any copyright-protected content or word and image trademarks used or presented in connection to this contest except for those functions specifically provided for use within the contest. The organiser notes that any violation to this effect can result in legal action being taken against the participants by the legitimate copyright holders.

Rules of conduct and responsibility for content and information

- The organiser is not liable for nor shall assume responsibility for the conduct of the participants or for their content published in connection with the contest. Moreover, the organiser is not obliged to monitor such conduct, but does reserve the right to rescind publication of content should concrete evidence reveal that the content violates legal provisions, official prohibitions, the rights of third parties or basic standards of decency.
- Participants must ensure that they in fact hold the required usage rights to their submitted content, and that the reproduction, dissemination, public provision or processing of said content by the organiser or those commissioned by the organiser does not violate legal regulations, basic standards of decency or the rights of third parties.
- Photos depicting third parties who can be visually recognised may only be submitted if the participant has acquired consent from the third parties and their personal rights are not infringed upon.
- Participants are not permitted to disturb other persons in connection with the contest. For example, messaging, forward messaging or sharing functions may not be used for sending messages if one might expect that such notifications would not be welcome by the recipients.
- Should the organiser face legal consequences for impermissible content or other violations of law for which the participant is responsible, the participant must indemnify the organiser upon initial request and support the organiser in defending itself against these claims. Indemnification comprises the compensation of all necessary costs of litigation.

Exclusion of liability

- The organiser notes that the availability and function of the contest cannot be guaranteed. The contest can be cancelled or removed due to external circumstances or constraints without resulting in any claim of liability toward the organiser on the part of the participant. External circumstances and constraints may comprise technical problems, changes to legal regulations, or measures taken by third parties which lie outside the organiser's scope of influence.
- Legal recourse is excluded with regard to the selection of the winners and evaluation of the content of the submissions.

Limitations of liability

- The following liability exemptions and limitations apply to claims for damages from the organiser, provided that the legal prerequisites for lodging claims of liability are met:
- The organiser is fully liable for damages if they were premeditated or caused by gross negligence. Furthermore, the organiser is liable for the negligent breach of essential obligations, the violation of which endangers the achievement of the contractual purpose, or for the breach of obligations, the fulfilment of which makes the orderly execution of the contest possible and in whose compliance the contractual partners place their trust. In this case, the organiser is only liable for foreseeable, contractually typical damages. The organiser is not liable for the negligent breach by others beyond that which is stated above.

Terms and conditions of platforms and networks (Instagram)

Because the contest is conducted within an online platform / social network (Instagram), hereafter referred to as the "online platform", the following conditions additionally apply:

- Aside from these terms of participation, the relationship between the organiser, the participant and the online platform is determined by the rules of the online platform. In the case of Instagram, these constitute the [terms of use](#) and the [data policy](#).
- Participants may not assert any claims with respect to the online platform which arise from the participation in and usage of the contest.
- Participants understand that the contest is in no way sponsored, supported or organised by the online platform, nor shares any connection to the online platform.
- All information and data provided by or collected from the user in connection to the contest is provided exclusively to the organiser and not the online platform.
- All queries and information related to the contest must be directed to the organiser and not the online platform.

Data protection information

The following information on data protection explains how the participants' personal data is used by the organiser within the context of the contest.

General information on data processing

- The organiser shall only collect, process and use the participants' personal data in compliance with the relevant data protection regulations for the general purpose of providing, conducting and concluding the contest. This entails that the participants' personal data can only be used after obtaining legal permission or the participants' explicit consent.
- Under no circumstances will the organiser use the participants' personal data for advertising or marketing purposes or forward this data to third parties without corresponding authorisation. Such data is only forwarded to third parties if such action is legally permissible or the participant explicitly grants his/her consent.
- The organiser shall institute organisational, contractual and technical safety measures to ensure compliance with the provisions of the data protection regulations, and so doing, protect the personal data processed by the organiser from being accidentally or deliberately manipulated, lost, destroyed or accessed by unauthorised persons.

Consent dialogue and data usage within platforms

The following provisions apply in case the contest takes place within a platform infrastructure and the organiser requires permission to access the user's data within the platform (for example, Instagram).

- Before the contest begins, the organiser may obtain the participant's permission to access data stored on the respective platform. The participant is explicitly informed about the collection and scope of the data by means of a "consent dialogue". Upon obtaining consent, the organiser may store this data on its server for purposes of providing, conducting and concluding the contest.
- If the user is required to enter login data, this information is only processed by the platform provider. The organiser is not granted access to any login data.
- For more on the consent process, information on granted consent and the possibility of withdrawing consent, please consult the privacy policies of the respective platforms.

Integrated third-party services and content

- It is possible that the contest will link to content provided by third parties (hereafter referred to as "third-party providers"). In such cases, the corresponding third-party provider must gain access to the participant's IP address in order to transfer the content to his/her browser.
- The organiser aims to integrate content whose respective providers only require the IP address for transferring the content. However, the organiser has no control over whether third-party providers choose to store the participant's IP address for

statistical purposes, for example. If the organiser is aware of such a policy, the participants will be informed to this effect in the subsequent sections.

Right to information and withdrawal

- Participants have the right to request information at no charge concerning their personal data stored by the organiser, as well as the right to lodge an objection with the responsible supervisory authority should they suspect that their personal data is being illegitimately processed.
- In addition, participants have the right to have incorrect data rectified, withdraw previously granted consent, and block and erase their personal data insofar as this does not conflict with legal obligations of storage. Any personal data stored on our server will be deleted as soon as it is no longer required for its intended purpose and provided its erasure does not conflict with legal obligations of storage.

Final provisions

- Deviating terms of participation are not recognised unless the organiser explicitly agrees in writing to recognise their validity.