

Conditions of participation and use of data for the photo and video competition 2020

#TellingHistory #20yearsEVZfoundation”

Introduction and subject matter of these conditions

- The organizer of the photo and video competition and the body responsible for data protection is the Foundation Remembrance, Responsibility and Future (EVZ), Friedrichstraße 200, 10117 Berlin, Germany.
- By entering the competition, the participant confirms that he/she consents to these conditions of participation.

Requirements for participation

- The competition is open to anyone aged 18 or over who has been part of a project funded by the EVZ Foundation over the last 20 years. Employees of the EVZ Foundation and their relatives are excluded.
- Participants can submit their entries via Instagram or by e-mail. Using Instagram requires that the participant installs an Instagram application (app) and has their own public Instagram account. Each participant may only submit one photo or video.
- There are two ways to enter the competition:
 1. The participant can upload **a picture or video they took themselves during a project funded by the EVZ Foundation** to his/her Instagram account. The picture/video must be tagged with the hashtag #tellingHistory and #20YearsEVZFoundation and linked to the **Instagram account @stiftungevz**. The participant must also subscribe to the EVZ Foundation’s Instagram account **@stiftungevz**. The caption can provide additional information on when and during which project the picture was taken. What stories and memories do you associate with the project? Are you still active in this area today?
 2. The participant can send **a picture or video they took themselves during a project funded by the EVZ Foundation** by e-mail to photocompetition@stiftung-evz.de.

Procedure

- Upon uploading, the participant assures that he/she holds the aforementioned rights and that the picture submitted originated solely from him/her personally, that he/she holds all

rights to the picture submitted, that he/she holds unrestricted exploitation rights to all parts of the picture, that the picture is free of third party rights and that no personal rights are violated in the representation of persons. In the case of persons, works, trademarks, or other objects depicted therein, the participant has obtained the necessary consent from the parties concerned. The participant shall provide written assurance of the above upon request. Should third parties nevertheless assert claims due to violation of their rights, the participant shall indemnify the organizer against all claims.

- If nominated for the second round, the participant grants the EVZ Foundation the temporally unlimited, non-exclusive right to use the picture/video submitted free of charge for the purpose of presentation in the EVZ Foundation's print and online media. The EVZ Foundation undertakes to state the name of the participant as the photographer/author if the photo/video is published.
- The participant guarantees that the photo/video does not violate applicable law and does not give rise to any other objections. In particular, he/she warrants that the photo does not contain pornographic, racist, otherwise offensive, or illegal content, nor does it infringe upon any copyright or trademark rights.

Winnings

- Three outstanding pictures and videos shall receive cash prizes of 1,000 euros for first place, 500 euros for second place, and 500 euros for third place respectively. Further prizes, such as books, USB sticks, notebooks, and face masks shall be awarded for other places. Note: The winners must declare the prizes for tax purposes.

Contest period, choosing the winner, and prize delivery

- The competition will take place from October 9 to November 8. Participation must take place within this period.
- The EVZ Foundation shall select the pictures/videos that are to go forward to the second round of the competition from all of the participants' entries. If a photo or video is nominated for the second round, participants will be contacted by e-mail or direct message on Instagram. Consent shall be granted to use the picture according to these conditions of participation by e-mail. The participant shall also provide his/her picture in the original format. This consent is a prerequisite for participation in the final round of the competition.
- All of the participants' pictures and videos in the second round will be reviewed and evaluated by a jury. The jury shall consist of EVZ Foundation employees and a photographer.
- All of the winners shall be published on the EVZ Foundation's Instagram account in December 2020, stating the name of the respective Instagram account – if any – in the description. The winner expressly consents to this form of publication.
- At the same time, the winners shall be notified by e-mail and informed as to how the prize will be delivered to them.

- In the event of a win, the participant consents to the first and last names of the winners being published on the EVZ Foundation's website, on social media and in newsletters, publications, and press releases by the EVZ Foundation.
- If the winner fails to confirm acceptance of the prize within 7 days stating his/her full contact address and bank details, their entitlement to the prize shall be forfeited without replacement. A substitute winner shall then be chosen. The participants are responsible for the correctness of their own details, especially their e-mail address, postal address, and bank details.

Limitations Of liability

- The EVZ Foundation does not accept any liability for direct or indirect damage that may result from participation in the competition. In particular, it shall not be held liable for participation meeting the expectations and anticipations of the participants.
- Furthermore, the EVZ Foundation does not guarantee the availability or functionality of the EVZ Foundation's Instagram account or the content posted therein in connection with the photo/video competition. In particular, it does not guarantee that photos/videos and data shall not be deleted, damaged, or lost due to technical fault or human error.
- The EVZ Foundation reserves the right to discontinue the photo and video competition (even without prior notice) in whole or in part or to restrict access to it in whole or in part without any claims against the EVZ Foundation arising from this on the part of participants.
- Furthermore, the EVZ Foundation is not obliged to examine the contents. Nevertheless, it reserves the right to cancel publication if there are concrete indications that the contents violate legal requirements, official prohibitions, third party rights, or common decency.
- The EVZ Foundation hereby informs the recipients of cash prizes of a potentially applicable tax liability.

Data usage

- The EVZ Foundation processes personal data exclusively for the processing and execution of this photo/video competition and prize delivery in accordance with the provisions of the General Data Protection Regulation. [To the Privacy Statement](#).
- By submitting photos/videos, participants expressly consent to the data provided (name, age, home country, and project in which they participated) being published.
- To the extent that Instagram features are used in the competition (e.g. direct message), the use of data is subject to the Instagram Terms of Use and Privacy Policy.
- All participants are free to withdraw from the competition at any time by sending a revocation to Team_OeA@stiftung-evz.de.

Exclusion from the competition

- The EVZ Foundation reserves the right to exclude participants from the competition if there are doubts about the truth of the information provided, especially if it is apparent that the photo/video was not taken by the participant.
- Multiple participations using different Instagram accounts or inaccurate personal details shall also result in exclusion. The participant shall also be excluded from the competition if there is a reasonable suspicion that the conditions of participation have not been observed.

Legal recourse is excluded.