



## Terms of Participation in the EMOP Berlin Contest

Each participant in the contest expressly and unreservedly agrees to the following terms of participation:

### 1. Right to participation

All natural persons aged 18 and above who live or are based in a country of the European Union are entitled to participate in the contest. Ineligible are all staff members of Kulturprojekte Berlin GmbH and any companies and partners associated with them, as well as their relatives.

Participation in the contest is possible exclusively through e-mail. Multiple entries or automated participation via sweepstakes associations and automated sweepstakes services are excluded.

Winners will be drawn from among all participants' mails sent by October 28, 2016.

### 2. Notification of the winner

Winners will be notified in timely fashion via e-mail to the address they provided. The prize will be sent via post. For this reason, awards can only be dispatched if a valid e-mail and postal address have been provided. Incorrect or false information concerning the participant and/or their address will be automatically deleted and their participation in or winning of the raffle disqualified.

Apart from the raffle, the information provided will not be used for any other purposes or given or sold to third parties.

Multiple entries constitute grounds for immediate disqualification. Should the winner fail to respond to the notification of his or her award within 30 calendar days from the day the mail is received, he or she forfeits the prize. In this case, a new winner is drawn from the pool of authorized participants. This also applies to e-mails that cannot be delivered. The judges' decision is final, and the award cannot be substituted. Participation in the contest is free of charge.

### 3. Changes to the contest / terms of participation

Kulturprojekte Berlin GmbH reserves the right to make changes or additions to the contest and/or terms of participation, or to discontinue the contest at any time without any prior notification and without stating the reasons for doing so. This applies particularly in the case of force majeure, or in the event that the contest cannot be carried out or continued due to technical, organisational, or legal reasons. Winners will only be awarded when the contest is properly conducted.

### 4. Proviso clause

Recourse to a court of law is excluded. Any punitive damages to Kulturprojekte Berlin GmbH and its institutions, staff, and assistants connected to the contest, regardless of legal reason, are limited to willful intent or acts of negligence, insofar as permitted by law.

### 5. Miscellaneous

The contest procedure carried out by Kulturprojekte Berlin GmbH is subject exclusively to the laws of the Federal Republic of Germany. The sole place of jurisdiction is Berlin. Should one of the above terms not apply, this does not affect the validity of all other terms in this agreement.