



## **Conditions of participation**

### **for the German-Japanese Youth Association's Photo Contest "Deutschland <3 Japan".**

**Our photo contest is held in celebration of the ten year anniversary of our association in 2016.**

17.04.2016 until 31.05.2016

#### **1. Contest**

- 1.1 The German-Japanese Youth Association (hereafter DJJG e.V.) conducts the photo contest "**Deutschland <3 Japan**" via E-Mail and Facebook as part of its ten year anniversary.
- 1.2 Participation is entirely online and is free for participants (with the exception of each participant's individual internet connection charges).
- 1.3 The contest will run from 17.04.2016, 00:01, until 31.05.2016, 23:59 (local time in Germany).
- 1.4 The contest will take place separately in for German and Japanese entries.

#### **2. Participation**

- 2.1 By participating, the participant agrees to these terms and conditions and the application of German law in accordance with Clause 10.2.
- 2.2 Any person who has not exceeded the age of 35 as of 31.05.2016, is eligible to participate.
- 2.3 Only one photograph per person can be accepted.
- 2.4 To participate in the contest, participants must meet the following requirements
  - a) The photograph must be an original photograph.
  - b) The photograph must be sent between 17.04.2016 and 31.05.2016.
  - c) The participant must "like" the Facebook Page of the DJJG e.V.
- 2.5 Participation in the photo contest and chances of winning are not dependent on the purchase of goods or the use of services.

#### **3. Implementation and Execution**

- 3.1 Participants are required to take a picture fitting the contest topic "Deutschland <3 Japan" and send it between 17.04.2016, 00:01 and 31.05.2016, 23:59, to the following E-Mail address: [fotowettbewerb@djjg.org](mailto:fotowettbewerb@djjg.org) with the subject "DJJG Fotowettbewerb". The participant agrees to all terms and conditions by sending in a photograph. Additionally, the participant must "like" the DJJG e.V. Facebook Page.
- 3.2 The three winning photos from German and Japanese participants will be determined through a Facebook voting on the DJJG e.V. Facebook Page between 01.06.2016 and 30.06.2016.
- 3.3 In case of a draw of votes, the board of the DJJG e.V. will undertake a final



decision.

- 3.4 The announcement of the winners will take place after the end of the voting on the DJJG e.V. Facebook Page.
- 3.5 The prize giving ceremony in Germany will take place as part of the DJJG e.V. ten year anniversary festivities in Berlin on 12.08.2016. The prize giving ceremony in Japan will take place during the Hallo Japan 2016 program.
- 3.6 The three winners will be announced on the Facebook Page of the DJJG e.V. and be contacted through E-Mail. The notification will be sent until mid-July 2016. Participants who have not been selected will receive no notification.

**The prizes for German entries are as follows:**

1. Place: 1 voucher for a 7 day Japan Rail Pass sponsored by JTB Germany, 2 Tickets for the DoKomi 2017 Convention
2. Place: 1 voucher for a 7 day Japan Rail Pass sponsored by JTB Germany, 1 Ticket for the DoKomi 2017 Convention
3. Place: 1 50€ voucher from Takagi Books & more

Conversion of prizes to cash is not possible.

**The prizes for Japanese entries are as follows:**

1. Place: 1 100€ voucher from Doitsumono
2. Place: 1 50€ voucher from Hueren-Berlin
3. Place: 3 German language study books

Conversion of prizes to cash is not possible.

**4. Copyrights and personal rights**

- 4.1 The participant grants the DJJG e.V. the exclusive right of reproduction and public distribution (right of use for online distribution) without restriction as regards location, time or frequency of use, photos in accordance with the requirements of the contest. This includes the right of digital recording and processing of data as well as storage on electronic media. The rights granted and transferred above are entirely compensated by the terms and conditions for the contest.
- 4.2 The participant attests that the submitted photo is free of any third-party rights, particularly copyrights, and other ancillary or personal rights, and that the photo may be freely used. The photograph, in its entirety, must be a single work of original material taken by the participant. By entering the contest, the participant represents,



acknowledges, and warrants that the submitted photograph is an original work created solely by the entrant, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the photograph.

- 4.3 The DJJG e.V. has the right, but no obligation, to the use of the photos produced by the participants. The DJJG e.V. will acknowledge the participant by name should the participant's photo be used in any form.

## **5. Liability**

- 5.1 The DJJG e.V. will not be liable for any loss or incompleteness of information or data provided by the participant, unless the loss or incompleteness occurs from willful misconduct or gross negligence of the DJJG e.V. This also applies to the disclosure of information by third parties due to technical errors in data transmissions and / or unauthorized access.
- 5.2 The terms and conditions for the liability of the DJJG e.V. regarding damages without prejudice apply as to the valid German legal claims that are determent by "Ziffer 4" (Bürgerliches Gesetzbuch (or BGB) - BGB is the civil code of Germany) the following exemption clause and conditions of exclusions and limitations of liability apply under this section.
- 5.3 The DJJG e.V. has unlimited liability, if the damage is caused by intent or gross negligence by the DJJG e.V.
- 5.4 Furthermore, the DJJG e.V. is liable for the negligent breach of obligations, which endangers the purpose of the contract, or violation of duties that enables the fulfillment of the proper conduct of the sweepstakes in the first place and whose compliance rely on the participants regularly. In this case, however, the DJJG e.V. is only liable for the foreseeable, typical damage. The DJJG e.V. is not liable for the negligent breach other than those mentioned in the preceding sentences obligations.
- 5.5 The above limitations shall not apply to injury of life, body or health, for a defect after assumption of quality guarantees for the quality of a product and for fraudulently concealed defects. Liability under the product liability law remains unaffected.
- 5.6 Where the liability of the DJJG e.V. is excluded or limited, this also applies to the personal liability of employees, representatives and agents of the DJJG e.V.

## **6. Data protection**

- 6.1 The DJJG e.V. will comply with the data protection act.
- 6.2 Participants agree to the storage, processing and transmission of the data they have entered for the contest by the DJJG e.V. as is necessary for the contest.
- 6.3 Data will not be forwarded to third parties.



6.4 Participants are free at any time to retrieve information about which data the DJJG e.V. has stored. Participants may cancel consent to storage at any time and in so doing, withdraw from the contest.

## **7. Exclusion from contest**

7.1 Contest team members of the DJJG e.V. and their families are not eligible to participate in the contest.

7.2 Any person who (i) gives false personal data or (ii) submits illegal content or content contradictory to the contest specifications will be excluded.

## **8. Premature end of contest**

8.1 The DJJG e.V. reserves the right to terminate the contest at any time due to unforeseen circumstances or constraints. These include organisational or technical problems (eg. Computer viruses, manipulation or errors in hardware and /or software), policy changes or decisions undertaken by the Facebook platform.

8.2 The DJJG e.V. reserves the right to prematurely cancel the contest at any time without notice and reason.

## **9. Notices and Terms from Facebook**

9.1 In addition to these terms, the terms and conditions of Facebook <https://www.facebook.com/terms.php> and Facebook's privacy policies <https://www.facebook.com/privacy> are also valid.

9.2 Participants acknowledge that the contest is in no way sponsored, supported or organised by or affiliated to Facebook.

9.3 All inquiries and comments regarding the contest shall be addressed to the DJJG e.V. and not Facebook.

## **10. Final Provisions**

10.1 The decision is final with respect to the winners of the contest.

10.2 Implementation of the competition and the legal relations of the persons involved are governed exclusively by the laws of the Federal Republic of Germany, irrespective of the place from which participants participate.

10.3 If any provision of these terms and conditions should become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

10.4 These terms and conditions are available in both German and English. In case of conflict between the two language versions, the German version is paramount.