

Conditions of participation in the "Karl at Work" creative competition

These conditions of participation apply to participation in the "Faber-Castell "Karl at Work" creative competition (hereafter referred to as: "Competition"). The competition is organised by A.W. Faber-Castell Vertrieb GmbH, Nürnberger Strasse 2, 90546 Stein (hereafter referred to as: "Organiser"). You can find further information about the organiser here: <https://www.faber-castell.de/legal/Legal-Notice>

The competition is not linked in any way with Facebook, Twitter, Instagram, YouTube and Pinterest, and has not been sponsored, supported or organised by these in any way. In addition, Facebook, Twitter, Instagram, YouTube and Pinterest are not available as interlocutors for the competition. The participant exempts them from all claims relating to the competition.

Participation in the competition assumes that the participant in question agrees to the conditions of participation in their current form. By participating in the competition, the participants are accepting these conditions of participation.

I. Participation in the competition

1. Participation is voluntary and free of charge. Participation and the opportunity to win are not dependent on purchasing goods or the use of services.
2. Every natural person of 14 years or over is eligible to participate. People who have not yet reached the age of 18 years require permission from their legal guardian in order to participate. Those not eligible to participate are the legal representatives and employees of the organiser and companies legally associated with it, and their families. Each participant can only participate in his/her own name.
3. Participation involves sending to the organiser a design layout [A4] on the subject of "Karl at Work", along with confirmation from the participant that he/she has read and accepted the conditions of participation, where appropriate, with the permission of the legal guardian to take part ("Design"). The design is to be sent by e-mail in the form of digital data, providing the participant's name and age, to Karlboxcontest@faber-castell.de. Only PDF or JPG/JPEG data formats are authorised, with a maximum size of 5 MB per mailing.
4. Designs for the competition may only be submitted between 28.02.2017 and 28.03.2017. Therefore the deadline for entries is 28.03.2017 at 11. 59 pm CET.
5. Each participant may only submit one design for the competition.
6. Designs not meeting these conditions of participation will not be taken into account.

II. Selecting the winner, prizes

1. After participation is closed, a panel of judges made up of three (3) people appointed by the organiser will select the winner on the basis of their knowledge and experience from the designs to be evaluated, in accordance with the criteria of: the execution of the theme, the quality of the subject, creativity, artistic execution and technique, richness of detail, brushstrokes, the allocation of areas and their design, as well as how colour is handled.
2. The winner will receive
 - a (1) KARLBOX

The winner may not make any other claims (claims for payment according to the German Copyright Act or similar).

3. There will be only one (1) winner.

4. The winner will be contacted by e-mail by 10.04.2017. For this notification, the organiser will use the e-mail address provided when the participant sent the entry. The participant expressly agrees to his/her data being used for this purpose.

5. In order to claim the prize, upon receipt of the notification, the winner is obliged to provide the organiser with a postal address (name, street, domicile) (by e-mail is sufficient), unless this has already been done along with the confirmation of participation.

6. A claim to the prize expires if the participant has not sent the information contained in section II.5 to the organiser within two (2) weeks of the notification being received. If the prize expires the organiser will award the prize to the person in second place; should this prize expire, it will be awarded to the person in third place. If the third-placed person's claim to the prize expires, the prize will be reassigned in accordance with the conditions of participation.

7. The claim to the prize is non-transferable.

8. No cash equivalent to the prize will be paid.

III. Draw

1. From all those taking part, the organiser will draw 40 (forty) non-cash prizes, branded KARL LAGERFELD and Faber-Castell.

2. Each participant can only be drawn once and can only win one (1) drawn item. The winner will not take part in the draw.

3. The participants selected will be contacted by e-mail by 10.04.2017. The organiser will use the e-mail address provided when the participant sent the entry for sending the notification. The participant expressly agrees to his/her data being used for this purpose.

4. In order to claim the prize draw, upon receipt of the notification, the person who has been drawn is obliged to provide the organiser with a postal address (name, street, domicile) (by e-mail is sufficient), to enable the item in the prize draw to be delivered.

5. A claim to receiving the prize draw item expires if the participant has not sent the postal address to the organiser within four (4) weeks of the notification being received, unless the participant has already provided the address along with his/her confirmation of participation. Upon receipt of the postal address, the organiser will send the relevant item from the prize draw within four (4) weeks to the participant whose name has been drawn. Should the claim to receive an item selected in the prize draw expire, the organiser will draw the relevant item again in accordance with the conditions of participation.

6. The claim to the item drawn in the prize-draw is non-transferable.

7. No cash equivalent to the prize draw item will be paid.

IV. Rights to the designs, assurances to participants, release

1. Each person taking part in the competition grants fully and irrevocably to the organiser all non-exclusive transferable and sub-licenceable (copyright and commercial) rights without thematic and spatial limitation to use the design for the purposes of executing and advertising the competition, as well as all other commercial and non-commercial utilisation of the competition fully and worldwide - also by third parties (licenser, licensee, associated companies, media partners etc.) The aforementioned granting of rights specifically includes the right to associate the design with advertising messages and furthermore by uploading it onto the platforms Facebook (www.facebook.com), Twitter, Instagram, YouTube and Pinterest to make it publicly available, under the participant's name or without it. The aforementioned right applies for an indeterminate period. For avoidance of doubt, the assignment of rights should only be made in connection with the competition.

2. The participant guarantees that he/she owns all rights over the design and to be authorised to procure the rights within the scope of this agreement, in particular sections IV and V. Furthermore the participant guarantees that

his/her design does not infringe any personality rights or brand and/or design rights to us or to copyrights and/or third party rights or the law. The participant therefore guarantees that the design and these rights and that their usage by the organiser within the scope of the procurement of rights is free of third party rights and not compromised in any way and that no remuneration is to be paid, neither to the participant nor to any third party.

3. The participant indemnifies the organiser from any claims and damages resulting from non-compliance with the preceding assurance and guarantee. This indemnity covers the costs of lawyers and other legal defence costs as well as (later) remuneration under the German Copyright Law of entitled parties and claims and damages based on forfeiture of rights, regardless of the reason.

4. No inspection of the design by the organiser will take place. If nonetheless the organiser becomes aware that the design infringes third party rights or contravenes applicable law, the organiser will immediately exclude the participant from continuing to take part in the competition. In this case the organiser's further claims remain unaffected and are expressly reserved.

5. The organiser is authorised but not obliged to name the winner as the author of the elements he/she has designed.

6. The organiser is not obliged to utilise the design in any way.

V. Liability

1. Participants' claims for compensation are excluded. Exclusions include claims for compensation by the participant arising from the violation of life, the body or health or the violation of essential contractual duties (cardinal obligations), as well as the liability for other damages based on the intentional or grossly negligent breach of duty by the organiser, its legal representative or its agent.

2. In the case of the infringement of significant contractual obligation, the organiser is liable solely for foreseeable damages typical for this type of contract when they are caused by negligence unless it involves the violation of life, body or health.

3. The restrictions in the previous clauses also apply in favour of the organiser's legal representative and its agent, if claims are made directly against them.

4. The provisions of the product liability law remain unaffected.

VI. Data protection

1. Participation in the competition presupposes that the participant will share with the organiser such personal information as is required for the execution of the competition, such as the name, e-mail address and, in the case of winning a prize or the prize draw, the postal address, in order to send out the prize. The use of the participant's personal information is only done in accordance with the legal data protection provisions in force, particularly the German Federal Data Protection Act.

2. The personal data provided will be used in the execution of the competition and by 31.05.2017 will be deleted, unless the participant has expressly consented to another use for it. It will not be shared with any third parties.

3. Participants are entitled to statutory disclosure, modification and revocation rights.

4. In addition the organiser's data protection provisions apply: see <https://www.faber-castell.de/legal/Data-Privacy>

VII. Other items

1. The organiser is entitled to cancel or terminate the competition at any time without notice and giving any reason, particularly if an orderly execution of the competition can no longer be guaranteed (e.g. due to delays or interruptions in transmission, disruption to technical facilities and services, incorrect content, loss or deletion of data as a result of viruses or the actions of hackers).

2. The organiser reserves the right to exclude participants from taking part in the competition, either during or afterwards, where the conditions of participation are infringed.

3. Each participant is responsible for the protection of his/her details. The organiser accepts no responsibility for designs lost in the course of sending. The organiser is under no responsibility to record designs sent in.
4. Legal redress through the courts is excluded.
5. These conditions of participation are subject to the laws of the Federal Republic of Germany without recourse to the UN sales law. This law shall not result in a user losing the protection of the mandatory provisions accorded to him by the state in which he habitually resides.