



FABER-CASTELL

since 1761

Conditions of participation for the Faber-Castell creative competition 111 years of Polychromos artists' coloured pencils

These conditions of participation apply to participation in the "Faber-Castell 111 years of Polychromos artists' coloured pencils 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, and has not been sponsored, supported or organised by Facebook in any way. Facebook is also not available as a contact partner for 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. Any person over the age of 18 may take part. 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. To take part in the competition, upload a design to your own Instagram or Facebook account on the topic "What could the world look like in 111 years", with all the following tags **#111yearsofcolours #polychromos #fabercastell @fabercastellglobal (for Instagram) @fabercastell (for Facebook)**. Submissions can only take place by uploading the design as a digital file to your own personal Facebook or Instagram account; it is not possible to submit the design by any other means, such as e-mail, Cloud Services (e.g. Dropbox, Google Drive etc.).

4. Designs for the competition can be submitted within each calendar month in 2019. The end date for submissions is 31.12.2019, 23:59 MEZ.

5. Each participant may only submit one design per month for the competition.

II. Selecting the winner, prizes

1. After the end of each month in 2019 (January – December), a jury compiled by the organiser of the event, consisting of three (3) people from science and practice, assesses the submitted designs based on technical and artistic criteria – mainly: thematic implementation, quality of the motif, creativity, artistic execution and technique, range of detail, use of strokes, division and use of space, handling of colour – and chooses (up to) five (5) of the best designs.

2. The designs chosen by the jury are then released on the Instagram account of the event organiser in the story, along with the Instagram or Facebook account name of the relevant participant, for a public vote within a period of twenty four (24) hours from when the story goes live. The participants consent to their design being published with the data outlined above on the Instagram account of the event organiser.

3. The design that receives the most votes in the form of "Likes" after the voting period has ended is the winning design for the month. Second (2) and third (3) place are chosen in the same way.

4. The winners for the month receive the following prizes:

- 1st place: One (1) metal case of Polychromos artists' coloured pencils with sixty (60) pencils (worth 115,- EUR)
- 2nd place: One (1) metal case of Polychromos artists' coloured pencils with thirty-six (36) pencils (worth 64.50 EUR)
- 3rd place: One (1) metal case of Polychromos artists' coloured pencils with twenty-four (24) pencils (worth 43,- EUR)

5. There are only three (3) winners per month.
6. The winners will be notified in a social media message. For this notification, the organiser will use the contact information provided when the participant sent the entry. The participant expressly agrees to his/her data being used for this purpose.
7. In order to claim the prize, the winners (1st, 2nd and 3rd place each month) must provide the event organiser with the information required to send them the prize (first name and surname, street, post code, town) and, for international participants, a telephone number, via social media message once they receive notification that they have won.
8. A claim to the prize expires if the participant has not sent all of the information contained in section II.7 to the organiser within two (2) weeks of the notification being received in the form specified in section II.7. If the prize expires the organiser will award the prize to the person in second place in the vote on the Instagram account of the event organiser; 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.
9. Once all the information outlined in section II.7 has been received by the event organiser in correct form, the event organiser will send the prizes to the respective winners within four (4) weeks.
10. The claim to the prize is non-transferable.
11. No cash equivalent to the prize will be paid.

III. Consolation prize

1. Participants whose designs were also chosen by the jury for the public vote on the Instagram account of the event organiser, but were not chosen as the winners (first, second, third prize), will receive the following consolation prize:

- One (1) metal case of Polychromos artists' coloured pencils with twelve (12) pencils (worth 21.50 EUR)

(the above prize is referred to as a "consolation prize").

2. The claim to the consolation prize is non-transferable.
3. No cash equivalent to the consolation prize will be paid.

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

1. Each participant grants the organiser all non-exclusive, re-transferable and sub-licensable (copyright and commercial) rights to their design. The rights are granted without limitations of time or place for the duration of the applicable term of copyright and allow the organiser to use the design irrevocably, in its entirety and throughout the world for the purpose of holding and advertising the competition.

2. The participant guarantees that he/she owns all rights over the design and is authorised to procure the rights within the scope of these terms and conditions. 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.

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

Under the General Data Protection Regulation ("GDPR"), and other national data protection laws of the Member States as well as other data protection provisions, the Controller is: A.W. Faber-Castell Vertrieb GmbH, Nürnberger Str. 2, 90546 Stein.

You can contact our Data Protection Officer at:

A.W. Faber-Castell Vertrieb GmbH

Data Protection Officer

Nürnberger Str. 2

90546 Stein

Telephone +49 (0) 911 / 9965 – 0

E-mail contact: datenschutz@faber-castell.de

Scope and Purpose of the Data Processing

Participation in the competition presupposes that the participant will share with the event organiser such personal information as is required for the execution of the competition, such as the name, age, home country and, in the case of winning a prize or the consolation prize, additional information such as the postal address, in order to claim the prize or consolation prize. The personal data of the participant shall only be used for the purposes of carrying out the competition, in particular to determine whether the participants are entitled to take part, in accordance with the applicable data protection regulations, in particular the General Data Protection Regulation ("GDPR") and Federal Data Protection Act.

Legal Basis of the Data Processing

The data processing laid out in this Privacy Policy is for the purpose of fulfilling a contract. The legal basis for the data processing therefore is Sec. 6 (1)(b) GDPR.

Storage Duration

The personal data provided will be used in the execution of the competition and by 31.03.2020 will be deleted, unless the participant has expressly consented to another use for it.

Right of Withdrawal of the Data Protection-Related Declaration of Consent

Participants who have granted data protection-related consent can withdraw this consent at any time. By withdrawing the consent, the legality of any processing already conducted based on the consent and up to the point of the withdrawal of consent is not affected. You can withdraw your consent by informing us either by post, e-mail or fax. Therefore there are no costs for you other than the cost of postage and/or the transmission costs according to the basic tariffs. Please note: the withdrawal is only effective for the future. Any processing conducted before the withdrawal is not affected by the withdrawal.

Forwarding to Third Parties

We do not forward participants' data to third parties unless this is necessary for holding the competition (e.g. to send out prizes etc.). To some extent, we also use an external service provider to process data. They have been carefully selected and commissioned by us, are bound by our instructions and are regularly checked.

Further Rights of the Person Concerned

As a person concerned, the participant can assert the following rights against us as a processor regarding their personal data:

- Right to information,
- Right to correction or deletion,
- Right to limitation of processing,
- Right to object to the processing,
- Right to data portability.

Every person concerned also has the right to complain to a data protection supervisory authority about our processing of your personal data.

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. The same applies if the participant manipulates the competition or makes use of other dishonest means or attempts to influence the competition in another dishonest way.
3. Legal redress through the courts is excluded.
4. 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 them by the state in which they habitually reside.