

COMPETITIONS: TERMS AND CONDITIONS

Entry in competitions organized by Internationale Münchner Filmwochen GmbH, Sonnenstr. 21, 80331 München ("the organizers") is subject to the following conditions.

Eligibility

The competition is open to natural persons who possess a ticket for the film for which they have voted. Entry is not open to employees or sponsors of Internationale Münchner Filmwochen GmbH, employees of co-organisers or prize donors, nor to members of their families. Additionally, the organizers reserve the right to exclude individuals from entering the competition if they determine that justifiable grounds exist, such as

- a) manipulation relating to the operation of the competition,
- b) breaches of these terms and conditions, or
- c) submission of false or misleading information in order to enter this competition.

Entry

The competition is entered when a completed entry form is submitted. By submitting this form, entrants agree to these terms and conditions. Entry is possible only prior to the deadline for submissions. Entry forms submitted after the deadline shall be disregarded. The deadline for submissions for a given competition is noted in the description of that competition. The electronic time stamp issued when an entry form is received by the organizers shall serve as a means of determining whether the entry was submitted by the deadline. It is forbidden for one person to use more than one e-mail address to vote for the same film in order to increase its chance of winning.

Determination, notification and gratification of winners

The prizes to be awarded are named in the description of each competition. The winners shall be determined after the deadline for entries has passed in a random drawing from among all entries submitted. If the competition requires the completion of a task (e.g. answering a prize question), only those entries shall be considered that have correctly completed the task. The winner of the competition shall be notified by the organizers in writing within approximately two weeks after the deadline for submitting entries has passed. In the event that the notification is undeliverable, the organizers are not required to investigate further means of contact and may determine a new winner. If the winner does not respond within a week of being notified of winning, the organizers are authorized in this case as well to determine a new winner. The prize may be delivered only to the winner. It is neither possible to exchange the prize for another nor to have it paid out in cash. Material prizes shall be sent to the winner's residential address by postal mail at the organizers' expense. The winner is liable for any taxes that may result from receiving the prize.

End of the competition

The organizers explicitly reserve the right to be able to suspend or end the competition at any time without prior notice and for no reason, and to amend these terms and conditions accordingly.

Privacy

Entering the competition requires the submission of personal (personalized) data. Individuals entering the competition declare that the personal details they have entered about themselves are truthful and correct. After the close of the competition, winners of material prizes may be asked to submit further personal information, such as their postal address, when they are notified that they have won. Personalized data shall be collected and processed only for the

purpose of carrying out the competition and, where applicable, delivering the prizes. All such data shall be stored only for the purpose and duration of the competition and shall be deleted when competition-related activity is complete, unless the organizers are obligated to retain such data for legal purposes.

Personalized data of those individuals entering the competition shall not, without their consent, be given to nor shared with third parties, except as follows. An exception shall be made for the company contracted to carry out the competition and in particular deliver the prizes, which shall collect, store, and use the data for the purpose of carrying out the competition.

Persons entering the competition may at any time request and receive information concerning which data is stored about them, revoke consent to the use of their data, and demand that this data be deleted.

It shall suffice to send a request in writing to Internationale Münchner Filmwochen GmbH, Sonnenstr. 21, 80331 München. When consent is revoked, the personalized data of the individual in question shall be promptly deleted.

We would like to point out that transferring data across the Internet (for example, in communication via e-mail) can expose this data to security vulnerabilities. It is impossible to protect all data completely from access by others.

Additional information may be found in our privacy policy at <http://www.filmfest-muenchen.de/en/footer/datenschutzbestimmungen/>

Liability

The organizers shall not be liable for any damages that have occurred from errors, delays or interruptions in data transfers, from malfunctioning technical equipment or breakdowns in service, from incorrect content, from loss or deletion of data, from viruses, or that have occurred in any other manner in the course of entering the competition, unless such damages have resulted from deliberate activity or gross negligence on the part of the organizers, their institutions or agents, employees, or subcontractors. The above limitation of liability shall not apply in cases of injury to life, limb, or health, nor in cases of fraudulently concealed defects.

Legal framework

The competition is subject solely to the laws of the Federal Republic of Germany. The judges' decision is final. Prizes may not be exchanged for cash.

Severability clause

If a provision of these terms and conditions is or becomes invalid in whole or in part, the validity of the remaining terms and conditions shall not be affected. The legally valid provision that comes closest in economic terms to the intention and purpose of the invalid provision shall take its place. The same shall apply in the event of any unforeseen omissions in these terms and conditions.