General Terms of Execution and Participation for
Open Call Brussels
as part of the project “We-Traders. Swapping Crisis for City”

1. OPEN CALL
1.1. The Open Call for the exhibition We-Traders: Swapping Crisis for City are put out by the Goethe-Institut and the Center for Fine Arts (BOZAR) in Brussels.
1.2. The Open Call refers to the question specific to Brussels “What would you do with a 100m2 in Brussels?”.
1.3. The participants are asked to submit contributions as responses to the question.
1.4. The Open Calls are open to all of the public and participation is not restricted due to age or location.
1.5. Every contribution that deals with the question of the local Open Call is eligible for participation.
1.6. Each participant may submit any number of contributions.
1.7. Submissions shall include one image (max. size 3 MB) and one accompanying text in the respective local language or in English (max. 1,000 characters) per contribution.
1.8. Participation shall take place exclusively on the Internet and at no charge for the participants (except for their own Internet connection fees).
1.9. The Open Calls Brussels shall have the following durations:
   26 January 2015 to 20 February 2015, 12:00 hours (noon).
   These times refer to local time in Central Europe (Central European Time summer/winter, “CET”)
1.10. The submitted contributions may not have been shown in any other prior exhibition.

2. PARTICIPATION
2.1. Participants hereby accept the terms and conditions of participation as well as the applicability of the law of Federal Republic of Germany pursuant with item 11.2.
2.2. Participants under the age 18 declare that they have the consent of their legal guardians to participate in the Open Call.
2.3. Participation in the Open Call and success therein are not subject to the purchase of any goods and/or services whatsoever.

3. REGISTRATION AND FORM OF SUBMISSIONS
3.1. Participation in the Open Call requires that a response to the Open Call question is produced and provided to the We-Traders online community for voting.
3.2. The participants must register with the We-Traders online community in order to submit a contribution and/or to vote for winning contributions. The online community is accessible via the webpage http://community.goethe.de/wetraders
3.3. The contributions must be uploaded within the duration of the respective Open Call online to the community site. (Maximum length: 1,000 characters)
3.4. Each text must be accompanied by one image in landscape layout with a maximum size of 3 MB. Acceptable formats are: .jpg, jpeg, .png or .gif
3.5. The Goethe-Institut reserves the right to disqualify submissions containing illegal, defamatory or otherwise unsuitable material or to publish submissions only after checking for unlawful contents.

4. VOTING AND NOTIFICATION
4.1. Every member of the online community may grade any number of contributions on a scale of 1 to 5. Grading own contributions is excluded.
4.2. The voting shall have the following duration:
   26 January 2015 to 25 February 2015, 12:00 hours (noon).
   These times refer to local time in Central Europe (Central European Time summer/winter, “CET”)
4.3. In conclusion, one winning contribution will be chosen. The winning contribution is that which both gains the most votes and the highest overall grade by the community. In case of a tie, the jury of curators makes the final decision.

4.4. The selected participants will be notified by the Goethe-Institut within 3 days following the end of the Open Call via email or telephone and will be named on the website. Participants who are not selected will not receive any notification. All times refer to local time in Central Europe (Central European Time summer/winter, “CET”).

4.5. If the selected participant does not respond within 3 days following notification to the address cited in the notification, their claim to the prize will be defaulted and the next-best participants will move up a place.

4.6. The selected participant must provide the Goethe-Institut with the uploaded image with a resolution of 350 dpi within 3 days following their winning notification for presentation in the exhibition and public accessibility on the website.

5. **PRIZE**

5.1. The selected participant of the Open Call Brussels shall receive a prize consisting of a visit to one of the official We-Traders projects in Lisbon, Madrid, Toulouse, Turin, Berlin or Brussels. The list of the official selection of projects can be found under the following link on the web page:


5.2. The Goethe-Institut shall cover the costs for 1 person to and from the destination via economy flight class or second-class rail ticket and accommodation (2 nights) in a mid-range hotel. The arrival and departure destination must be an airport or a railway station within an EU member state.

5.3. The winner’s contribution will be presented in the local exhibition and on the We-Traders web page www.goethe.de/wetraders.

6. **COPYRIGHT AND PERSONAL RIGHTS**

6.1. Participants hereby grant Goethe-Institut the geographically and chronologically unrestricted, simple right of use of uploaded contributions and restricted in content to the Open Call (1 text and 1 image) for the purposes of participation in the Open Call. Said right includes, in particular, the right to duplicate and distribute the contribution on video and/or audio recording media, to provide public access to the contribution on the Internet and to present the contribution. The right of use is granted free of charge. Goethe-Institut shall be entitled to transfer aforementioned right to third parties.

6.2. Participants hereby declare that images and texts uploaded by them do not infringe third party rights, in particular copyright, other IP rights or personal rights, and that they may dispose of the images and texts at their discretion. By way of precaution, participants hereby indemnify Goethe-Institut against all third party claims which may arise if the aforementioned declaration should prove to be incorrect.

6.3. Goethe-Institut shall be entitled to use contributions produced by participants (image and text) without such use being compulsory. Goethe-Institut will acknowledge the participant[s] by name in all forms of use.

7. **LIMITATION OF LIABILITY**

7.1. Goethe-Institut assumes no liability whatsoever for full or partial loss of data submitted by participants except in cases of intent or gross negligence on the part of Goethe-Institut and its employees. Aforementioned limitation shall also apply to information disseminated by third parties, in the event of technical faults in data transmission and/or unauthorized access.

7.2. The following four exclusions and limitations shall apply to liability borne by Goethe-Institut for damages without prejudice to other legal prerequisites for claims.

7.3. Goethe-Institut assumes unlimited liability for damages resulting from intent or gross negligence.

7.4. Goethe-Institut shall be liable for simple negligent breach of obligations, which may jeopardize fulfilment of the contractual purpose, or for non-fulfilment duties which are prerequisite to conducting the Open Call and which participants may reasonably expect. Liability in such cases shall be limited to foreseeable and typical damages. Goethe-Institut assumes no liability for any other negligent breach of duties except for those stated in all forms of use.
7.5. Aforementioned limitations of liability shall not apply in the event of loss of life, physical injury or damage to health, in the case of defects to warranted characteristics of a product and in the case of defects that have been maliciously concealed, without prejudice to product liability law.

7.6. Any limitation of liability on the part of Goethe-Institut shall also be applicable to the personal liability of its employees, representatives and agents.

8. DATA PROTECTION
8.1. Goethe-Institut will observe data protection laws in force.
8.2. Participants hereby consent that Goethe-Institut may store, process and transmit submitted data to the extent that is expedient to conduct the Open Call.
8.3. No data will be passed on to third parties for other purposes.
8.4. Participants may at any time review which of their data Goethe-Institut has stored. Participants may, at their discretion, revoke consent for data storage and withdraw from the Open Call.

9. EXCLUSIONS FROM THE OPEN CALL
9.1. Employees of Goethe-Institut e.V. and their family members shall be excluded from participating in the Open Call.
9.2. Goethe-Institut reserves the right to disqualify persons who (i) submit false personal data (ii) submit content that is illegal or which violates the present terms and conditions or (iii) manipulate or otherwise misuse the electronic facilities provided for the Open Call or (iv) attempt any manipulation of the evaluations contrary to rules.

10. PREMATURE TERMINATION OF OPEN CALL
10.1. Participants must take note that Goethe-Institut cannot make any assurances for the availability and functioning of the Open Call. The Open Call may be terminated or cancelled due to external reasons and circumstances, such as but not limited to viruses in computer systems, manipulation or hardware/software faults, change of rules or decisions made by Facebook etc., in which event participants shall have no recourse to claims against Goethe-Institut.
10.2. Goethe-Institut reserves the right to prematurely terminate the Open Call at any time without prior notice or without providing any reason whatsoever.

11. CONCLUDING PROVISIONS
11.1. Participants shall have no right to challenge the selection process or the results thereof.
11.2. The execution of the Open Call as well as the legal relationships between the persons involved shall be exclusively governed by the law of Federal Republic of Germany irrespective of the location from where the participant enters the Open Call.
11.3. Should any provision of the present terms and conditions be voided fully or in part and therefore become unenforceable, the remaining provisions hereof shall continue to retain legal validity.
11.4. The present terms and conditions are published in German and English. In the event of any disparities between the two individual language versions, the German version shall prevail.