

'Knowledge in motion' film competition for FAU's 275th anniversary Terms and conditions

1. Organiser and participants

(1) The film competition is run by Friedrich-Alexander-Universität Erlangen-Nürnberg (FAU), represented by Ms Blandina Mangelkramer, Marketing and Communication, Schlossplatz 4, 91054 Erlangen (organiser).

(2) FAU students who are enrolled at the university in the summer semester 2018, alumni registered in the alumni portal (<u>https://community.alumni.fau.de</u>) and FAU staff are eligible to enter the film competition (participants). Participants must be aged 18 years or over. Participants may form teams if all members of the team meet the above requirements for participation.

2. Conditions of participation, declaration of consent

(1) Each participant or participating team can submit one film to the competition. Films must be submitted in digital format only using a download link sent via e-mail to <u>275jahre@fau.de</u> (the <u>https://gigamove.rz.rwth-aachen.de</u> data exchange service can be used with an IdM user account) or on a data storage device sent via post to Friedrich-Alexander-Universität Erlangen-Nürnberg, Referat M1, Filmwettbewerb, Schlossplatz 4, 91054 Erlangen.

(2) A signed participation form (available to download via the link) must be submitted along with the film, via e-mail or via post. The information on the form must be complete and correct.

(3) Participants agree to their data being used and stored for the purposes of the film competition.

(4) Entries must be submitted within the period given for the film competition (by the deadline). Only entries that have been submitted to the e-mail or postal address given in no. 2 (1) by the deadline will be considered. The date on the postmark will serve as proof for entries submitted by post.

(5) Entries that are not submitted in line with the requirements or are submitted after the deadline will not be accepted and will not be returned.

3. Film requirements

(1) The camera is not required to be a specific type or brand. The film must have a minimum resolution of 720p (16:9; HD). We recommend mp4 format. Films can be in either German or English. Films must not be longer than 3 minutes. Participants are responsible for ensuring that their film can be played.

(2) Participants are responsible for ensuring that the films submitted do not infringe on any applicable laws or any rights held by third parties. In particular, films may not contain any content of a pornographic, violent or racist nature.



4. Prizes

(1) The best entries will be chosen by a panel through a majority decision.

(2) No cash alternative is available for prizes.

(3) The winners will be notified via the address or e-mail address given in the participation form and their entries may be published along with their names on the website http://filmwettbewerb.275.fau.de/. Participants agree to this publication should they win. Participants are not entitled to publication of their entries. If the address or e-mail address given is discovered to be incorrect or incomplete and for this reason it is not possible for a notification or prize to be sent, the organiser shall be entitled to choose a different winner. In such a case the right to a prize no longer applies.

(4) The organiser's decision is final.

5. Granting of rights, editing

(1) Participants grant the organiser all rights of use for the films submitted without payment, in particular those required to run the competition, advertise it and report on it, for reproducing and distributing the films, including in digital form, and for making them publicly available. This includes the right to use the films in all media, in print and online products, on all social platforms, for the purposes of self-marketing and for commercial use.

(2) The organiser is permitted to optimise the film material for screening to the public and to alter or edit it (create clips, montages, photographic or computer-aided editing or modification) for this purpose.

(3) The organiser agrees to credit participants and members of a team by name in a standard and appropriate way wherever material is used.

6. Guarantees

(1) Participants guarantee that the submitted films are not affected by rights held by third parties. They guarantee that are the sole producer or author of the submitted films and that they have not granted any rights of use to any other third parties in this respect. Furthermore, they guarantee that the films have not been submitted in another competition or published previously.

(2) Participants also declare that the persons filmed have given their consent for the images to be distributed and published or that their consent is not legally required. The same applies to the authors of and holders of rights to any films that are protected by copyright. Participants are responsible for obtaining any required consent in writing, and for documenting it and giving it to the organiser upon request.

(3) Should any third parties make a claim due to infringement on their rights, participants and team members shall release the organiser from all claims.

7. Exclusion from the competition and early termination



(1) The organiser reserves the right to exclude participants from the film competition if they breach the terms and conditions.

(2) Persons who use any form of aid that is not permitted, who create or intend to create any other advantage for themselves through manipulation, or who attempt to influence the running of the film competition in a way which is not permitted shall be excluded from the competition. In the case of exclusion from the competition, prizes may be declared invalid and reclaimed after having been awarded.

(3) The organiser reserves the right to discontinue and terminate the film competition at any time and without warning. Reasons shall not be required in this case. The organiser shall make use of this right, in particular, if it cannot be ensured that the film competition will be carried out properly for technical or legal reasons. If termination of the competition is caused by a participant, the organiser may claim compensation from this person.

8. Liability

The organiser shall not be held liable for loss of or damage to films submitted.

9. Data protection

The data given by participants will only be used and, where required, stored for the purposes of the film competition. Participants have the right to withdraw their consent for their data to be stored at any time and thereby withdraw from the competition. The data will be deleted after the film competition is over and the prizes have been distributed, unless there is a legal requirement to (temporarily) store the data and/or unless express permission has been given for continued use. Data will not be passed on to third parties without express permission. Friedrich-Alexander-Universität Erlangen-Nürnberg (FAU), represented by Ms Blandina Mangelkramer, Marketing and Communication, Schlossplatz 4, 91054 Erlangen, is responsible for data processing (office that alone or jointly with others determines the purposes and means of processing of personal data (e.g. names, e-mail addresses, etc.)).

10. Final provisions, applicable law, place of jurisdiction

- (1) The law of the Federal Republic of Germany shall apply.
- (2) Should individual provisions in these terms and conditions be or become fully or partially invalid or incomplete, this shall not affect the validity of the remaining provisions. An appropriate provision that fulfils the purpose of the invalid provision shall be implemented in its place.
- (3) The place of jurisdiction shall be Erlangen.