

Conditions of participation for the Opal- Kunst- Strick- Award 2010 [Opal art knitting award 2010]

The organiser of the competition is Tutto Wolfgang Zwerger GmbH Kasernenstr 12 72379 Hechingen, Germany.

§ 1 Entitlement to participate

- (1) Participation is free. The participant is not bound to any kind of contract or other obligation through taking part in our Opal Strick Award competition. In particular, neither the acquisition of knitting products and/or other services is obligatory, nor does this increase the participant's chances of winning.
- (2) Those entitled to participate are all persons who are of full age, who are a resident of or who have a permanent residence in the Federal Republic of Germany, Austria or Switzerland and worldwide. Those under age are entitled to participate if the legal representative agrees to the participation, subject to any other legal conditions which may state differently.
- (3) Persons who are not entitled to participate in the competition are all legal representatives and employees, legal successors and contractors of the organiser, the advertisement partners and advertisement agencies bound to the organiser, as well as the event organisers, their respective family and household members and all other persons who are excluded from the competition pursuant to § 3 of the conditions of participation.
- (4) The start of the competition is 01/01/2010.
- (5) The final date of participation is 31/12/2010.

§ 2 Opal award procedure and conditions

- (1) Participation occurs through the participant submitting an artwork which they have knitted themselves, such as socks, over-the-knees etc. to Tutto GmbH on the first day of the competition at the earliest and not later than the deadline for entries. The artwork must be labelled with the participant's name, address and telephone number.
- (2) The organiser will publish the individual artworks on the website www.KunstamBein.de as of 15/01/2011.
- (3) The winners of the competition are the respective participants chosen by the jury which consists of Petra Dibba (Markt Intern Verlag GmbH), Janne Graf (Editorial company Sabrina), Henrike Zwerger (from Tutto GmbH) and Felix Zwerger (also from Tutto GmbH).

§ 3 Validity of participation; disqualification

- (1) The organiser reserves the right to disqualify participants and/or to exclude them from future participation in the competition if they either manipulate the participation procedure and/or the competition, attempt to manipulate these, violate the participation regulations and/or attempt to influence the Opal Strick award in an unfair way or advantage.

- (2) The organiser is entitled to disqualify participants at any time from the competition for an important reason. Disqualification takes immediate effect. Important reasons in particular are statements which are deemed as unethical, pornographic, harmful to youth, discriminatory, inflammatory, defamatory or offensive. This also applies to contributions which otherwise violate the German rights.

§ 4 Notification of winning and payment

- (1) The evaluation of the entries will take place on the basis of the data on hand on the key day specified.
- (2) As soon as the winners have been determined, they will be informed of their success in the competition via post on the basis of the personal information submitted with the participation information pursuant to § 2 para. 1. The person entitled to the prize is solely the person stated in the participation information, independent of whether he/she is actually entitled to the corresponding rights of the respective knitted artwork. In the case of false information of the participant which results in the participant not being able to be contacted, the prize will be forfeited without the possibility of being accrued by another person.
- (4) Payment of the value of the prize in cash is excluded, except in cases of cash prizes.
- (5) A pay-out of prizes to persons not entitled to participate (§ 1 para. 3), as well as to persons excluded from the participation (§ 3) is explicitly excluded.
- (6) The artworks submitted will only be sent back to the participants on reimbursement of our packaging costs for transport. They can also be collected from us.

§ 5 Limitation of liability / Disclaimer

- (1) The organiser does not take responsibility in any way for the up-to-dateness, correctness, completeness or the quality of the information provided. The organiser does not accept liability for errors in the transmission of data and/or the loss of data as long as they are not caused by mistakes in data carriers, or telecommunication networks owned by third parties or the organiser, data lines and/or the available hard and/or software. Furthermore, the organiser does not accept guarantee that the competition is callable at all times, nor that it is free from errors.
- (2) In the case of a slightly negligent breach of duty, our liability, as well as that of our vicarious agents, is limited to contract-specific and foreseeable damage. The event organiser and his vicarious agents do not accept liability in the case of a slight negligent breach of duties which are not fundamental to the contract and which do not endanger the fulfilment of the contract. Principle contract obligations are obligations which fulfil the adequate and orderly implementation of the contract which the organiser may continuously rely on.
- (3) The aforementioned limitations of liability do not apply in the case that the organiser is liable for bodily harm and injury to health or the loss of the life of the participant. Incidentally, the organiser is only liable for cases of intent and gross negligence, in cases of the infringement of contractual obligations, the organiser's liability is limited to damage which is typically foreseeable. No liability is accepted for technical problems.
- (4) Furthermore, the limitations of liability and the disclaimer as stated in the legal notice of the organiser are also valid.

§ 6 Data protection Privacy policy

The protection of your personal data during its collection, processing and use on the occasion of your visit to our website is important to us. In the following we would like to inform you that personal data will be collected from you by the organiser and that it will be saved electronically with the participation information pursuant to § 2 para. 1. Your data will be saved and processed by the organiser in compliance with the relevant regulations of the German Federal data protection law (BDSG) and the telemedia law (TMG). Your personal data will only be collected for specified, clear and legitimate purposes and will not be saved for longer than is necessary.

The collection and processing of data

- (1) Personal data will only be collected within the scope of participation if you voluntarily allow this to be done within the scope of the participation information. With your contact data you are additionally allowed the possibility of using a pseudonym within the scope of the participation information if you do not wish for your real name to be published in the participant list which will be viewable on www.KustamBein.de.
- (2) The participant of this competition explicitly agrees to the publication of a photo of him/herself in the case that he/she is the winner of one of the specified prizes. In this case, he/she will make a photograph available for the organiser after notification of winning. If he/she has previously stated a pseudonym, the publication rights of the organiser are limited to the photo in connection with this pseudonym.
- (3) The company responsible for the collection of data is Tutto Wolfgang Zwerger GmbH, Kasernenstr. 12, 72379 Hechingen, Germany, www.sockenwolle.de.
- (4) Data will only be saved within the company and will exclusively be used to answer your enquiries, to administer your participant account and to process the possible eventual win of the competition and any other procedures bound to this. Your personal data will only be forwarded or transferred to third persons if this is necessary for the purpose of the contract fulfilment or if you have explicitly given your consent for this to occur. In this case, the scope of the communicated data corresponds to the required minimum and/or the scope of your consent. You have the right to revoke consent of the forwarding of your data at any time, which will become effective in the future.
Forwarding of data to other persons will only occur if a legal obligation to do so is available. This applies to authorities for example. Furthermore, we will not forward your personal details to third persons for commercial or non-commercial purposes.

Right to obtain information and deletion

You have the right to obtain your information free of charge, amendments, blocking and deletion of your saved data if necessary. Please send us your requests via post, e-mail or fax.

The deletion of personal data which has been saved will occur if you revoke your consent of your data being saved, if your knowledge of the fulfilment of the purpose of saving is no longer required or if the saving of your data is inadmissible for additional legal reasons.

§ 7 Applicable law, legal rights

The competition is subject to the right of the Federal Republic of Germany. Legal rights are excluded.

§ 8 Severability clause

In the case that one or more conditions of these participation conditions becomes unenforceable or invalid, the other conditions will remain unaffected unless the elimination of individual clauses discriminates either contract party to such an unacceptable extent that the adherence to the contract becomes unacceptable.