

Conditions of participation in Faber-Castell's creative competition for fans and friends

The conditions of participation apply to taking part in Faber-Castell's creative competition for fans and friends (referred to as the competition hereinafter). The competition is being organized by A.W. Faber-Castell Vertrieb GmbH, of Nürnberger Strasse 2 in 90546 Stein (post code: 90546) (referred to as the organizer hereinafter). You can find further information about the organizer at <http://www.faber-castell.com/pages/disclaimer>.

The competition is not connected with Facebook, nor does Facebook sponsor, support or organize it in any way. Facebook is not available as a contact for the competition either. The participant exempts Facebook from all claims arising from the competition.

It is a prerequisite for taking part in the competition that the respective participant agrees with the presented form of the conditions of participation. The participants accept these conditions of participation when they take part in the competition.

I. Participation in the competition

1. The participation is voluntary and free of charge. The participation and the chance of winning are independent of purchasing the merchandise or making use of the services.
2. Every natural person who is at least 14 years old is entitled to take part. Those persons who are less than 18 years old require the consent of their legal representative or guardian in order to take part. Legal representatives, guardians and employees of the organizer and their legally affiliated companies, as well as their members, are not entitled to take part. Every participant can only take part in his or her own name.
3. The participation in the competition takes place by means of the participant sending in a layout of a watercolour drawing, that showcases the possibilities of watercolour pencils, about the subject of "Under water" on the form that the organizer provides for this purpose, which must be sent to the organizer together with the participant's confirmation that he or she has read and accepted these conditions for participation (design). The form can only be sent in by means of transmitting the design as a digital data file that is attached to an e-mail which states the participant's name, country of origin and age, to: creativecontest@faber-castell.de; the design cannot be transmitted in any other way (e.g. cloud services such as Dropbox, Google Drive, etc.). Only the formats of PDF, JPG or JPEG and a maximum volume of 5 MB per transmission will be permitted.
4. The designs for the competition can only be submitted from 21st November 2017 until 18th December 2017 at 15:00 according to Central European Time. The competition ends at 15:00 according to Central European Time on 18th December 2017.
5. Each participant can only take part in the competition with one design.
6. The designs that do not satisfy the requirements of the conditions of participation cannot be considered.

II. Ascertaining the winner and the prizes

1. After the participation deadline until 09th January 2018 a jury that has been convened by the organizer, which comprises three (3) persons from science and practice, will judge the designs that have to be considered on the basis of technical and artistic criteria for implementing in the first place the subject, the motive's quality, creativity, artistic implementation and technical skill, the degree of detail, draughtsmanship, subdivision and design of the area, handling the colour as well as showcasing the possibilities of watercolour pencils, after the participation has closed and until 9th January 2018; the jury will then choose (up to) five (5) of the best evaluated designs.
2. The designs that the jury has evaluated will then be approved for displaying on the organizer's (Faber-Castell) account with Facebook, including information about the respective participant's forename and country of origin, for

the public to vote during the period from 9th January 2018 to 12nd January 2018. The participants declare that they agree to their designs being published with the aforementioned data on the organizer's account with Facebook.

3. The design that has received the most votes in form of "Likes" after the voting period has ended will be the winning design. If the prize is claimed by the participant (winner) who has designed the winning design and sent it in, then the organizer will plan to implement the design: the design shall decorate the packet of crayons in one of the organizer's fan editions, among other things. The fan edition that is designed according to the winning design will be advertised worldwide (online and offline) and it will be marketed throughout the world via all of the available channels.

4. The winner will receive:

- ten (10) pencil cups, which have been designed by using his or her design (each of which is worth € 125);
- prize money of € 800;
- the organizer's merchandise that is worth € 500.

(The aforementioned prizes are collectively described as the prize.) No further claims (claims for remuneration according to the Copyright Law and other laws) are vested in the winner because of utilizing his or her design.

5. There is only one (1) winner.

6. The winner will be notified by e-mail until 19th January 2018. The organizer will use the participant's e-mail address that was given within the framework of sending in the design. The participant agrees herewith to this use of his or her data. The notification will be given subject to attaching a licensing agreement, which the winner signs in order to document his or her agreement with these conditions of participation and the provision of rights to the design within the scope of these conditions of participation (especially Clauses IV and V).

7. The winner is obligated to arrange for:

- his or her postal address (name, street and town) and the account data to be notified (by e-mail suffices),
- the sent licensing agreement to be signed (the original by post and by e-mail in advance), as well as
- the original of his or her design,

to be sent (by post) to the organizer after receiving the notification.

8. The claim to the prize will lapse if the organizer's documents that are listed in the aforementioned Clause II.7 are not received completely by the participant within two (2) weeks after receiving the notification and in the form that is described in Clause II.7. If the prize lapses, then the organizer will award the prize to the second-placed participant of the voting in the organizer's account with Facebook; or to the third-placed participant if his or her prize also lapses. If the third-placed participant's claim to the prize also lapses, then the prize will be awarded again according to these conditions of participation.

9. After the documents have been received completely and properly, the winner can claim his or her prize from the organizer and choose the merchandise with the value of € 500 from the organizer. The organizer will then send this merchandise to the winner and transfer the prize money to him or her within four (4) weeks. The winner will receive the ten (10) packs of crayons that have been designed by utilizing his or her design when the sale of the edition starts.

10. The claim to the prize is not transferrable.

11. The monetary value of the prize will not be paid out in cash.

III. Consolation prize, Raffle

1. The participants whose designs were chosen by the jury for the public vote on the Facebook account of the organizer, but were not declared as winners ("finalists"), will each receive as a consolation prize

- one (1) Watercolor Pencil Albrecht Dürer tin of 24 that is worth € 43,00 and
- one (1) water brush that is worth € 6,95.

The above mentioned prizes are together referred to "consolation prize".

2. Furthermore, the organizer will raffle among the other participants:

A total of ten (10) times the articles

- one (1) Watercolor Pencil Albrecht Dürer tin of 12 that is worth € 21,50 and
- one (1) water brush that is worth € 6,95.

3. Each participant can only take part in the raffle once (1) and therefore he or she can only win one (1) raffled article. The winner and the finalists do not participate in the raffle.

4. The participants who have taken part in the raffle successfully will be notified by e-mail until 29th January 2018, the finalists will be notified by e-mail until 19th January 2018. The organizer will notify the participants by using the participant's address that has been given within the framework of sending in the design. The participant expressly agrees herewith to this use of his or her data.

5. In order to claim the raffled article or the consolation prize, the participant who has taken part in the raffle successfully or the finalist is obligated after receiving the notification to inform the organizer in order to hand over the raffled article by means of sending it to his or her postal address (name, street and town).

6. The claim to receiving the raffled article or the consolation prize will lapse if the organizer does not receive the postal address within four (4) days after the notification has been received by the participant. After receipt of the postal address, the organizer will send the respectively raffled article or the consolation prize by post within four (4) weeks to the participant who has taken part in the raffle successfully or the finalist. If a claim to receiving the raffled article lapses, then the organizer will raffle the respectively raffled article again according to these conditions of participation.

7. The claim to the raffled article or the consolation prize is not transferrable.

8. The monetary value of the raffled article or the consolation prize will not be paid out in cash.

IV. Rights to the designs, assurances of the participants and exemption

1. Each participant in the competition grants to the organizer all of the non-exclusive, further transferrable and sub-licensable rights (of copyright and commercial exploitation) to his or her design irrevocable and completely, without limitation of the contents and space, for the purposes of implementing and advertising the competition, as well as for use by the other commercial and non-commercial exploitation of the competition completely and worldwide – also by third parties (licensees, affiliated companies, media partners, etc.). The aforementioned granting of rights especially comprises the right to process the design, to combine advertising statements with it and furthermore to also upload it onto Facebook's platform (www.facebook.com), to make it publicly accessible there - also by naming the participant as the copyright holder as well as his or her country of origin - and also to make it the object of the voting for ascertaining the prize. The aforementioned right is limited in time until 31st March 2018. The organizer will delete the designs from its account with Facebook on 31st March 2018 at the latest.

2. The participant assures that he or she is entitled to dispose of all the rights to his or her design and to provide the rights within the scope of this agreement, especially according to Clauses IV and V. Furthermore, the participant assures that his or her design does not infringe any rights of personality or brands or design, or both, or the copyrights or other third-party rights, or both, or the law. Therefore, the participant guarantees that the design and these rights are free of third-party rights, as well as that the use of the design by the organizer within the scope of

the legal provision will not be adversely affected in any way and that a remuneration does not have to be paid either to the participant or to any third party for this purpose.

3. The participant exempts the organizer from the claims and damages that result from not complying with the aforementioned assurance and guarantee. The exemption also comprises the costs of lawyers and other legal defence, the (subsequent) remuneration to the persons who are entitled according to the Copyright Law, as well as the claims and damages that are based on a loss of rights irrespective of whatever reason.

4. The organizer will not check the designs. Nevertheless, if the organizer becomes aware that a design infringes the third-party rights or that it infringes the applicable law, then the organizer will immediately exclude the participant from continuing to take part in the competition. The organizer's further claims remains unaffected in this case and they are expressly reserved.

V. Provision of rights to the winner's design

1. Each of the participants provides all of the unlimited and worldwide rights to the organizer, in order to completely utilize or exploit the winning design and especially for him to use it to design the pack of crayons and to utilize or exploit it, subject to the suspensive condition that his or her design wins and that the claim to the prize does not lapse. This provision of rights definitively comprises the following ones.

2. All rights to the design (including the logos, the design and other graphic elements) are solely vested in the organizer. The organizer is free to register the special protective rights (brands, protective designs, etc.) in his own name and to utilize or exploit them. Therefore, the winner will transfer [to the organizer] all of the existing rights to the design, including the rights to the brand and the work title, as well as the performing rights and other intellectual and commercial property rights. The organizer accepts this transfer.

3. To the extent and insofar as it is impossible to transfer the rights completely, the winner will grant all of the rights of use to all of the known and unknown types of use as exclusive rights that are re-transferrable and can be sub-licensed, without any limitation of content, space or time.

4. The provision of rights by the winner especially includes the organizer's entitlement according to the aforementioned paragraphs (Paras. (2) and (3)) to utilize or exploit the design commercially worldwide in every preferred physical and non-physical form and for every purpose - especially for advertising, public relations, or as a packaging, for labelling of merchandise, identifying services and as a firm's logo, not only by the organizer but also by the group's companies - also in the future - as well as the licences, marketing and advertising partners, customers and other third parties whom the organizer permits to use within the scope of the granted rights.

5. The organizer has the right to alter and process the elements, insofar as there will not be a considerable infringement of the copyright holder's legal personal interests as a result. The winner assures within the aforementioned framework that no protection against misrepresentation will be claimed with reference to the design.

6. The organizer is entitled to name the winner as the copyright holder in his designed elements but he is not obligated to do so.

7. The organizer is not obligated to utilize the design in any way.

VI. Liability

1. The participant's claims for damages are excluded. The participant's claims for damages do not include those arising from injuring the life, limb or health, or those arising from infringing essential contractual obligations (cardinal duties), nor the liability for other damages that are caused by a deliberate or grossly negligent infringement of duty by the organizer, his legal representatives or subcontractors.

2. In the case of infringing essential contractual duties, the organizer is only liable for the contractually typical and foreseeable damages if they have been caused by simple negligence, unless the matter concerns the user's claims for damages that arise from an injury to the life, limb or health

3. The restrictions of the aforementioned paragraphs also apply in favour of the organizer's legal representatives and subcontractors whenever claims will be made directly against them.
4. The regulations of the Product Liability Law remain unaffected.

VII. Data protection

1. It is a prerequisite for taking part in the competition that the participant forwards to the organizer the personal data that is necessary for holding the competition, such as his or her name, age, country of origin and e-mail address, as well as the additional data that is required in the case of winning the prize or raffle or the consolation prize, such as the postal address or bank account data for the purposes of delivering the respective prize. The participant's personal data will be used solely by complying with the applicable provisions of the laws about data protection and especially of the Federal Data Protection Law.
2. The forwarded personal data will only be used for holding the competition and it will be deleted by 31st March 2018 at the latest, insofar as the participant has not expressly consented to another use. The data will not be forwarded to a third party.
3. The legal rights of information, alteration and objection are vested in the participant.
4. Furthermore, the organizer's provisions of data protection apply, subject to <http://www.faber-castell.com/pages/disclaimer>.

VIII. Miscellaneous

1. The organizer is always entitled to interrupt or end the competition without notice, especially if it cannot be ensured any longer for legal or technical reasons that the competition will be held properly (e.g., because of delays or interruptions of the transmission, or in the case that the technical equipment malfunctions or the service is deficient, or because of incorrect contents, loss of deletion of data, such as could be caused by viruses or hackers).
2. The organizer reserves the right to exclude any participants from taking part in the competition - during the competition or even subsequently - if there are infringements of the conditions for participation.
3. Each participant is responsible himself or herself for securing his or her data. The organizer does not undertake any liability for the designs that get lost when they are sent in. The organizer does not have any duty to store the designs that have been sent in.
4. The legal process is excluded.
5. These conditions of participation are subject to the law of the Federal Republic of Germany and they exclude the so-called UN Purchase Law (United Nations Convention on Contracts for the International Sale of Goods). However, the choice of law does not lead to withdrawing a consumer's protection that is granted to him or her by the compulsory regulations of the country where his or her usual residence is situated.