

Terms and Conditions of
Participation in the Mascot Competition of the
European Championships Munich 2022

The following General Terms and Conditions of Participation (“**GTC**”) shall apply to the Design Competition “Create Your Mascot for the European Championships Munich 2022” (hereinafter referred to as the “**Competition**”). By entering the Competition, applicants agree to be bound by these GTC.

1. Organiser

Organiser of the Competition is:

Olympiapark München GmbH,
Spiridon-Louis-Ring 21
80809 München
CEO Marion Schöne

Tel.: +49 89 30 67-0, Fax: +49 89 3067 3333, E-mail: info@olympiapark.de.

2. Participation, Eligibility, Deadline and Exclusion

2.1. Participation

Participation shall require the submission of an artwork by way of a drawing (manual or digital) or a handicraft (hereinafter the “**Artwork**”) and shall be voluntary and free of charge.

2.2. Eligibility

- a) Participation shall be open to any natural person between the ages of three (3) and thirteen (13) years with residence in Europe who accepts these GTC. Therefore, all applicants shall sign and submit the attached Declaration of Participation. In case school classes or other groups (hereinafter collectively referred to as “**Groups**”) wish to participate in the Competition, such groups shall nominate a responsible contact person; such contact person shall be designated within the Declaration of Participation including the respective contact details. Alternatively, groups may be legally represented (e.g., school classes by teachers), subject to the grant of rights by the persons concerned and their legal guardians in accordance with section 6.
- b) Authorisation from the applicant’s legal guardians shall be required.

2.3. Contribution / Artwork

- a) The Artwork may consist, for example, of drawings with pen and paper, drawings on a tablet computer (digital drawings), handicrafts made of cardboards or similar materials. The central element of each Artwork shall be an animal or a mythical creature.
- b) The Artwork shall not contain any information indicating references to the respective applicants (e.g., names or addresses).

- c) The Artwork and the Declaration of Participation shall be submitted either digitally at maskottchen@munich2022.com or by post to

European Championships Munich 2022

LOC Office

Keyword „Maskottchen-Wettbewerb“

Spiridon-Louis-Ring 22

80809 München

by **30.05.2021**.

- d) The Competition shall commence on **21.04.2021** and end on **30.05.2021 23:59:59** German Time. After the expiration of this period, participation shall no longer be permitted

2.4. Exclusion

- a) The Olympiapark München GmbH expressly reserves the right to exclude applicants who violate these GTC, in whose case there is good cause for exclusion, or who attempt to unduly disrupt the Competition (e.g., spamming, offending public policy), use improper auxiliary means, or otherwise gain advantage through manipulation, or provide dishonest information. Artwork for which no Declaration of Participation is submitted shall not be accepted
- b) In case Artworks contain sexual, blasphemous, obscene or otherwise inappropriate contents, Olympiapark München GmbH expressly reserves the right to exclude Artworks and the respective applicants.

3. **Selection**

3.1 Pre-Selection

Among the Artworks submitted and eligible for participation, three (3) to five (5) shall be pre-selected by Olympiapark München GmbH to be admitted to the final selection. For the purpose of the pre-selection, all Artworks shall be presented online along with the names of their creators (first name, age and residence) in a suitable manner, in particular via social media channels related to the European Championships Munich 2022 and the partners of the Competition. However, Olympiapark München GmbH shall inform the applicants concerned about reaching the final selection by e-mail. This shall be deemed to be agreed to by the applicants.

3.2 Announcement

In addition, the Artworks selected for the final selection shall be announced online from 31.05.2021, in particular via social media channels related to the European Championships Munich 2022 and the partners of the Competition. Applicants shall have no claim to be admitted to the final selection.

3.3 Return

Unfortunately, non-selected Artworks shall not be returned.

4. Final Selection

The official Mascot of the European Championships Munich 2022 shall be chosen from the pool of Artworks admitted for the final selection by a jury consisting of athletes and celebrities associated with the European Championships Munich 2022, the ZDF children's editorial team and Olympiapark München GmbH.

The applicants shall agree that their names or the name of the respective Group may be mentioned in course of presentation to the jury.

5. Prize

5.1 Family Weekend

The winning applicant and his/her respective family members shall receive a **Family Weekend at the European Championships Munich 2022** including an overnight stay and one (1) ticket each to an event of choice (one (1) session) on 13 or 14 August 2021. As family members shall be deemed a maximum of two (2) adults and two (2) children. Travel costs to and from the event shall be borne by the applicant and his/her family members.

5.2 Notification

Olympiapark München GmbH shall inform the winning applicant by e-mail and/or telephone requesting the respective applicant to actively get in touch with the Olympiapark München GmbH in order to the organize the Family Weekend.

In case the winning applicant does not get in touch within ninety-six (96) hours, the claim to the prize shall be forfeited. The claim to the prize shall also be forfeited, in case the respective notification cannot be provided or cannot be delivered due to incomplete or untrue information on part of the applicant. The applicant shall bear the shipping risk.

5.3 Acceptance

In case of refusal of the prize or in case of the applicant's non-acceptance of the prize for any other reason for which Olympiapark München GmbH is not responsible or in case of the applicant's inability to accept the prize, the prize shall be forfeited.

5.4 Cash payment / Transfer

Cash payment or any transfer of the prize to third parties shall be excluded.

5.5 Liability

Olympiapark München GmbH shall not be held liable for material defects and/or deficiencies in title in the services set out under section 5.1 or for any consequences resulting therefrom for the implementation and execution of the Competition.

6. Grant of Rights

6.1 Own production

Upon participation in the Competition, each applicant shall guarantee that he/she has created the Artwork him/herself and at his/her own expense and that he/she is the sole owner of the

corresponding copyrights and rights of use/exploitation to the submitted content or that he/she may dispose of it without restriction, that the submitted Artwork is free of third-party rights and that it may be exploited by Olympiapark München GmbH in any manner whatsoever.

6.2 Indemnity

In case third parties assert claims against Olympiapark München GmbH or companies affiliated with it due to infringement of any image or personality rights of depicted persons, copyrights, trademark rights and/or other intellectual property rights to the submitted Artwork, or in case claims are asserted against Olympiapark München GmbH or companies affiliated with it due to any other legal infringement in connection with the submitted Artwork, the respective applicant shall fully indemnify Olympiapark München GmbH or companies affiliated with it against all claims of third parties, including the costs of any necessary legal defense, unless Olympiapark München GmbH or companies affiliated with it cannot be held liable. The applicant shall fully indemnify Olympiapark München GmbH or its affiliated companies against all third-party claims, including the costs of any necessary legal defence, unless the applicant cannot be held liable. In case of a claim against Olympiapark München GmbH or companies affiliated with it based on an Artwork, the respective applicant shall be obliged to immediately, truthfully and comprehensively provide all information required upon the examination of alleged claims and a defence.

6.3 Rights of Use/Exploitation

Upon participation, the applicants shall irrevocably and free of charge grant to Olympiapark München GmbH the right, unlimited in terms of time, space and content, to use and exploit the Artwork for the purpose of advertising and communicative presentation of Olympiapark München GmbH in all conceivable ways by naming the applicants, to reproduce, distribute, exhibit, publicly reproduce/make accessible and to otherwise use and exploit, in particular to publish in journals and online/social networks, as well as to apply for property rights, in particular trademark protection, in its own name. Section 23 para. 2 of the German Art Copyright Act (KunstUrhG) and the separate regulations on data protection shall remain unaffected.

Olympiapark München GmbH shall be entitled to edit or amend the Artwork in order to adapt it to its purposes.

6.4 Exclusivity

The aforementioned rights shall be granted to Olympiapark München GmbH exclusively. The applicants shall not use any preliminary work and designs in identical or similar form for their own purposes or to pass them on to third parties.

7. **Liability; Rights-Ownership**

7.1 Disclaimer

Olympiapark München GmbH, its legal representatives or contractual assistants shall be liable for damages, irrespective of their cause in law, only in case of intent or gross negligence or - then limited to the damage foreseeable at the time of conclusion of and typical for the contract - in case of breach of cardinal obligations. Cardinal obligations shall be obligations the fulfilment of which is essential for the proper performance of the Competition, the breach of which would endanger the achievement of the objective of the Competition and the observance of which the applicants regularly rely on. The above limitation of liability shall apply in particular to damage caused by errors, delays or interruptions in the transmission of data, in particular the application documents, in the event of malfunction of the

technical equipment or service, incorrect content, loss or deletion of data or technical equipment. The above limitation of liability shall not apply to claims for compensation for damages due to injury to life, limb or health or due to other mandatory statutory liability.

7.2 Loss / Damage

Olympiapark München GmbH shall not be held liable for the loss of or any damage to the Artwork or for loss of data – particularly by way of data transmission - or other technical defects.

7.3 Rights-Ownership

All information, brand names and other contents that relate or may relate to the Competition shall be the legal property of Olympiapark München GmbH and shall, to the extent Olympiapark München GmbH has expressly permitted such action in writing, not be altered, copied, reproduced, sold, rented, used, amended or otherwise exploited in any way.

8. Data Protection

The protection of the applicants' personal data is a matter of concern for Olympiapark München GmbH. The legal requirements, in particular those of the DSGVO, shall be implemented by Olympiapark München GmbH.

Olympiapark München GmbH shall collect, process and use the applicants' contact data (surname, first name, e-mail address, postal address [where necessary] etc.). These shall be processed exclusively for the purpose of conducting the Competition and shall be stored for any subsequent contact that may be necessary. Upon participation, applicants shall agree to the use of their personal data. Consent to the storage and use of data may be revoked at any time with effect for the future.

Applicants shall be entitled to receive information concerning the data stored in relation to their person at any time and may assert additional rights. Our Declaration of Data Protection shall apply (available at <https://munich2022.com/de/privacy.html>).

9. Governing Law; Place of Jurisdiction

This Agreement shall only be governed by the law of the Federal Republic of Germany. To the extent of legal admissibility, the exclusive jurisdiction of the courts competent for Munich shall be agreed.

10. Miscellaneous

9.1 Termination / Modifications of the Competition

Olympiapark München GmbH shall reserve the right to interrupt or terminate the Competition in whole or in part at any time without prior notice, to modify it at its own discretion or to exclude individual applicants. In particular, the format, schedule and design of the Competition, as well as any events that may take place within its framework, shall be subject to the sole discretion of Olympiapark München GmbH.

Applicants' claims based on damages or reimbursement of expenses shall expressly be excluded.

9.2 Amendments to the GTC

Olympiapark München GmbH shall be entitled to amend the provisions of these GTC in case of technical and/or legal necessity subject to the consent of the applicants, to the extent such amendment is reasonable for the latter, taking into account his/her interests. In such a case, the amended GTC shall be sent to the e-mail address provided during application at least four (4) weeks prior to their effective date. In case these amended GTC are not being objected within a period of four (4) weeks after receipt of the respective e-mail, the amended terms and conditions shall be deemed to be accepted. In case of objection within the time limit, Olympiapark München GmbH shall be entitled to exclude the respective applicant from taking part in the Competition as of the date on which the amended conditions are intended to come into effect. The consequences of not raising an objection shall be pointed out in the aforementioned e-mail.

9.3 Severability

The invalidity or unenforceability for any reason of any provision of this GTC or parts of it shall not prejudice or affect the validity or enforceability of its other provisions.

9.4 Jurisdiction of a Court

The jurisdiction of a court shall be excluded.

Munich, 31.05.2021