Photographic competition: “Home away from home... during the 19/20 semester abroad” - conditions of participation

§ 1 Organiser
The organiser of the photographic competition “Home away from home... during the 19/20 semester abroad” is the International Office of the Hochschule Bonn-Rhein-Sieg – below H-BRS, Grantham-Allee 20, Sankt Augustin, Tel.: 02241-865 714, e-mail: jana.kohl@h-brs.de.

§ 2 Purpose of the competition
The aim of the photographic competition is to give students of the H-BRS an impression of the “adventure abroad” during information events with a photographic exhibition compiled from the submitted photographic entries and to motivate them to also use the opportunity to spend time abroad. The competition entries should also be used for publicity purposes by the H-BRS and as further information and advertising activities to support study and work experience abroad and to make a contribution to internationalisation at the University.

§ 3 Who can take part?
Participation in the photographic competition is voluntary and free of charge.
All current or former students at the Hochschule Bonn-Rhein-Sieg are eligible to take part who have completed a study-related period abroad in the winter semester of 2019/20 and the summer semester of 2020. Study-related periods abroad include writing a final thesis abroad, as well as semesters studying at foreign university and study-related foreign work placements.
In addition, international exchange students from partner universities of the H-BRS are eligible to apply who have spent their semester at the H-BRS during the winter semester of 2019/20 and/or the summer semester of 2020.

Participants with limited legal competence, particularly minors, require the agreement of their legal representative prior to participating in the competition.

Staff who work mainly for the H-BRS or service staff who work mainly for the H-BRS and other persons involved in the design and implementation of the photographic competition may not apply.

§ 4 Which photographs are permitted?
The photographs submitted must have been taken by the person submitting them.

Number of photographs
Each participant may submit a maximum of two photos to the competition.

Form of submission and submission period
Photos may only be submitted via e-mail to the following e-mail address - jana.kohl@h-brs.de.

Deadline for submission
− For students at the H-BRS who are completing a semester or work placement abroad, the deadline is 15.05.2020.
− For exchange students from partner universities who are completing one or two semesters at the H-BRS, the deadline is 31.12.2019 (in the winter semester of 2019-20) and 15.06.2020 (in the summer semester of 2020).
Photographs must be submitted with
- the applicant’s name, surname and course of study
- the year and purpose of the stay abroad
- the place where the photograph was taken and a brief description of the photographic motif

Only digital or digitalised photographs are eligible for submission. Photographs sent in paper form or other forms will not be taken into account, and will also not be returned.

**Content**
The photographs must have been taken by the submitter during the period of study or work placement abroad, or during another study-related period abroad, and must show personal impressions or experiences of their stay abroad. For further specifications regarding the motif, see the higher-level topic “Home away from home”, which will be described in greater detail on publication.

**Prohibited content**
The photograph submitted may not show content that does not comply with legal regulations or common decency, or which in any other way negatively impacts the justified interests of the H-BRS.
The photograph submitted may in particular not be of a threatening, insulting, abusive or racist nature, may not glorify violence, be defamatory, harassing, offensive, obscene, pornographic or an endangerment to youth in any other manner.

**Format**
The photographs must be submitted in .jpg or .png format and must have a resolution of at least 300 dpi and have been taken with 5-6 megapixels in order to be able to produce large-format prints if necessary.
Digitally processed photographs will only be taken into account if the digital photographic processing remains within the scope of the usual standard quality optimisation of the motif (e.g. red-eye effect). However, the original must not be altered in terms of its fundamental features to the extent that it is no longer recognisable.

§ 5 What are the prizes?
The winners of the photographic competition are awarded the following prizes:
- For students at the H-BRS who are completing a semester or work placement abroad
  1. Prize: 200 euro Deutsche Bahn voucher
  2. Prize: 100 euro Globetrotter voucher
  3. Prize: 50 euro book token
- For exchange students from partner universities who are completing one or two semesters at the H-BRS, H-BRS materials will be awarded as prizes to two winners.
The winners will be informed by e-mail.

§ 6 How will the photographs submitted be judged?
A jury to be freely selected by the H-BRS will select the winning entries from the photographs sent which comply with the participation conditions. The jury makes its decision in private and the decision is final.

§ 7 What usage rights do participants grant with regard to their photographs?
Participants grant the Hochschule Bonn-Rhein-Sieg the temporal, spatial and content-related unlimited usage right to the photographs submitted by them. The transfer of the usage right by the participants is irrevocable.
The usage right of the H-BRS comprises the known types of usage - in particular the right to duplication, dissemination and exhibition of the photograph, and the right to presentation, public access, dispatch and reproduction of the photograph via image media - and the as yet unknown types of usage which will only become known in the future.
The H-BRS is in particular permitted to use the photographs for publicity work, for marketing purposes and for use within the University through duplication and dissemination in flyers, brochures and other printed products (e.g. in a photographic calendar), through exhibition, online access on websites, presentation, dispatch or reproduction on image media.
The right to processing and redesign is also included in the usage rights. This applies particularly, but not exclusively, in order to adapt the uploaded photos to the formats and representations required for use, or to improve their quality.
The photograph may further be used together with works by third parties, in particular also in the form of a compilation.

§ 8 Rights of third parties - liability for legal infringements
The sole person responsible for the content of the photograph is the person who submitted it.

On submission of your image, you as the participant confirm that you are the sole owner of the photograph - that you have taken the photograph yourself - that you have all rights to the photograph, that the photograph is not subject to the rights of third parties and that no personal rights are infringed through the representation of persons.
Should one or more persons be recognisable on the images, it must be ensured that they have given their consent to being shown and to the submission of the image to the competition. By sending the photograph, you guarantee that this consent has been provided.

Participants release the Hochschule Bonn-Rhein-Sieg from all claims by other persons (third parties) due to legal infringements, including the costs of the required legal proceedings, who may assert these rights vis-à-vis the H-BRS due to the infringement of their rights arising from the use of the photographs submitted by the participants.
The participants must inform the H-BRS immediately if following submission of their photographic entries they become aware that the photograph is subject to the rights of third parties, which conflict with the use of the entry within the scope of these conditions of participation.
The obligations regulated here also expressly continue to apply after the end of the competition.

Who is the author of a photograph?
The author of a photograph is the person who clicked the camera.
What does “the rights of third parties” mean?
Third party rights include in particular personal rights of the persons shown (e.g. the right to their own image), and other third party rights (in particular copyright, and licensing, trademark, competition and other protective rights).

**What does “in particular the personal rights of third parties” mean?**

Photographs of people must in particular not have been taken in secret without or contrary to the will of the persons being shown, or which show the persons in private or intimate situations. In the case of photographs of people, for your own peace of mind, you should obtain their written consent in writing to the submission of these photographs to the competition and to the competition conditions. When persons in the photographs are below 16 years of age, you must obtain permission from their legal representatives (usually the persons responsible for their upbringing).

### § 9 Exclusion from the photographic competition
The H-BRS retains the right to exclude participants from the photographic competition in cases of infringement of the conditions of participation and to inform them of this by e-mail.

### § 10 Data protection
The Hochschule Bonn-Rhein-Sieg guarantees the observance of the statutory data protection regulations. Personal data will only be collected, processed and used if this is necessary for the implementation of the competition. When you submit your photograph, you as the participant expressly agree that the data provided regarding the date the photograph was taken and the place, and the description of the photograph with your name and course of study, may be published in connection with your photograph. You may withdraw this consent at any time without having to provide reasons for doing so.

### § 11 Liability
The liability of the H-BRS is excluded in cases of theft, loss or damage to a submitted photograph.

### § 12 Termination options
The H-BRS is authorised to cancel or terminate the photographic competition without notice due to unforeseen circumstances. This applies in particular when the photographic competition cannot be conducted as planned, for example for material or legal reasons that influence the regular, orderly implementation of the photographic competition.

### § 13 Legal recourse
Legal recourse is excluded.

### § 14 Declaration of consent
*With the submission of the photographic entries, the participants declare that they consent to the validity of these conditions of participation.*

### § 15 Final clauses
Should individual clauses in these conditions of participation be or become entirely or partially invalid or impracticable, the validity of the remaining clauses shall remain unaffected. The same applies accordingly should it emerge that the conditions of participation contain a legal loophole.

The invalid or impracticable clause should be replaced by a valid and practicable clause that comes closest to the invalid or impracticable clause with regard to its content. To fill a legal loophole, a regulation should apply that is oriented to the purpose of the event and that leads to a reasonable balancing of the interests of both parties.