

# ATINGI CROWDFUNDING CHALLENGE TERMS AND CONDITIONS

Please read the terms and conditions carefully before entering the atingi “Crowdfunding” challenge run by the GIZ project **Cultural and Creative Industries, in collaboration with atingi**.

## 1. Terms and Conditions

1.1. Participation in this Competition is governed by these terms and conditions (the “Rules”).

1.2. You, as the participant, are encouraged to review the Rules before entering the Competition and acknowledge that you have been given an appropriate opportunity to do so and that you understand and accept these Rules.

1.3. This competition is operated by The Deutsche Gesellschaft für Internationale Zusammenarbeit GmbH (GIZ) in conjunction with Instictif Partners Africa (the ‘Promoters’).

1.4. The Competition is open to everyone aged 16 years and above, except employees of the Promoters, their immediate family members, and any other individuals or entities directly associated with the Competition.

1.5. Your participation in the Competition constitutes acceptance of these Rules and you agree to abide by these Rules.

1.6. The Promoters reserve the right to exclude any entries that they believe to be fraudulent, inappropriate, or in violation of these terms and conditions.

1.7. The Promoters accept no responsibility for entries that are lost, delayed, misdirected, or incomplete, or cannot be delivered or entered for any technical or other reason.

## 2. Competition Duration

2.1. The Competition will run for a duration of 45 days, starting from 27 September 2023 at 00:00:01 AM CEST and ending on 10 November 2023 at 11:59:59 PM CEST (“Competition Period”).

## 3. Competition Mechanics

3.1. To participate in the Competition, participants must be registered users on atingi. One requirement is that the course has been completed and a certificate obtained.

The participant also needs to run their own crowdfunding campaign and sends the link to their crowdfunding campaign to participate in the Competition. The content of the crowdfunding campaign must be dedicated to a project and/or idea in the field of Cultural and Creative Industries.

To be eligible to participate, the submitted campaign needs to have a minimum of five backers supporting the project at the time of the draw.

From the submitted participants 10 winners will be selected on a random principle by a tombola principle.

The price is 150 EUR as a contribution to the crowdfunding campaign (will be funded in local currency directly to the campaign through the crowdfunding platform used).

3.2. Every participant can only enter the competition once.

3.3 To participate:

1) Complete the course Crowdfunding for Creatives ([Course: Crowdfunding for Creatives \(atingi.org\)](#)) and obtain the certificate (PDF file). Registration on [online.atingi.org](http://online.atingi.org) is required to enrol and complete the course.

2) Start your own crowdfunding campaign in the field of cultural and creative industries and promote it and gain at least 5 backers supporting your project.

3) Submit the following information via email to [heike.pratsch@giz.de](mailto:heike.pratsch@giz.de):

- Full name
- Email address
- PDF Certificate of the Crowdfunding course
- Link to your crowdfunding campaign

3.4. The draw for the winners will be conducted within seven (7) business days after the end of the Competition Period. The ten (10) winners will be randomly selected from the pool of eligible entries received throughout the entire Competition Period

3.5. The winners will be notified via the email address provided within three (3) business days after the draw has taken place.

3.6. The price money will be funded directly to the crowdfunding campaigns. The winning campaigns need to be still online to receive the money. If the winner has taken

down the crowdfunding campaign by the time the prize is being delivered, the Promoters reserve the right to select an alternate winner.

#### **4. Promotional Material and Marketing Activities**

4.1. The Promoters may require the winners (at no fee) to be identified, photographed and the photograph or related article published online, when accepting their prizes and/or after receiving their prize.

4.2. Should this become necessary, the winners may be required to sign a letter of consent and the Promoters shall have the right to use any photographs of any of the winners in perpetuity.

4.3. The winners have a right to decline the invitation to use their image in marketing material or to participate in any marketing activity.

#### **5. General**

5.1. The Promoters decision is final, and no correspondence will be entered into.

5.2. The Promoters may require the winner to complete and submit an information disclosure agreement to enable the Promoters to ensure compliance with these Rules.

5.3. A Participant, potential prize winner and/or prize winner may, at the Promoters' sole discretion, be disqualified from the Competition and/or forfeit his/her prize if: (i) such person's participation in the Competition and/or the awarding of a prize to such participant would, as solely determined by the Promoter(s), be harmful to the goodwill and/or reputation of either or both of the Promoters; or (ii) such person engages in unsafe, any illegal, unsociable or inappropriate behaviour.

5.4. Should the winner be found, in the Promoter's sole discretion: not to be eligible to win; not to have complied with these Rules; their conduct can be reasonably interpreted as scamming; acted fraudulently with regards to the Competition; and if it would be unlawful to award the prize, he/she will automatically be disqualified and/or the prize will be forfeited. Winners may also be required to sign acceptance of prizes and indemnity documents.

5.5. The prize is not transferable, and no substitution or cash redemption of prizes is permitted. The prize will not be handed/awarded to a third party, but only to the verified prize winner.

5.6. The Promoters reserve the right, at their sole discretion, to substitute the prize with any other prize of comparable or greater commercial value for whatever reason.

5.7. Prize visuals on any competition and/or promotional materials are for illustrative purposes only.

5.8. By entering the Competition, a Participant acknowledges that personal information about the Participant will be shared with the Promoters and their agents to the extent necessary to conduct the Competition and for prizes to be delivered to prize winners.

5.9. In terms of the data protection laws, GIZ and/or the Promoters will have to process the following personal information received directly from you and belonging to you: name; address; email; and certain preferences about you (where and if applicable). Your personal information will be shared on a need-to-know basis with certain third parties, for the purposes of giving effect to this Competition, including lawyers, advertising agencies, auditors, and/or regulators. Whilst we hold your personal information, we will keep it safe and secure until the purpose for holding it has come to an end, whereafter it will be destroyed, and you accept that by entering into this Competition that you agree that we may process your personal information as indicated above.

5.10. For more details on how we may deal with your personal information please see our standard Privacy Notice on our website - <https://www.atingi.org/en/data-protection>

For any questions or clarifications regarding the processing of your personal information, you may contact us by emailing:

1. [dcc@instinctif.com](mailto:dcc@instinctif.com)
2. [help@atingi.org](mailto:help@atingi.org)

5.11. By entering this Competition, you authorize the Promoters to process the personal information of Participants for communication or statistical purposes. Any personal data submitted by you will be used solely in accordance with The General Data Protection Regulation in EU law.

5.12. Participants may be required to take part in publicity campaigns for broadcast or publishing purposes. Participants shall at all times be entitled to decline the above request. Participants that take part in any publicity will not be entitled to any payment or other remuneration for such publicity or otherwise. All publicity and other materials will be the sole property of the Promoters.

5.13. All Participants participate entirely at their own risk. By reading and accepting these Rules, each Participant gives consent to these risks and hereby indemnifies and holds harmless the Promoters, their directors, employees and agents of any and all liability pertaining to any damage, cost, injuries and losses of whatever nature sustained as a result of their participation in the Competition and related events and activities, save where such damage, cost, injuries and losses are sustained as a result of the gross negligence or wilful misconduct of any of the Promoters.

5.14. The Promoters, their directors, employees, agents and distributors accept no responsibility and they will not, in any circumstances, be liable to compensate the Participants, or accept any liability for: (a) any inability by the Participant to use the

prize in part or at all; (b) the lack of quality or any other aspect of any service which is or should be provided at any venue(s) in relation to the prize; or (c) any personal loss or injury occurring at any venue(s) arising, directly or indirectly, out of the use of the prize.

5.15. The Promoters, their directors, employees, agents and distributors, are not responsible for any misrepresentation (whether written or verbal) in respect of any prize nor in respect of any warranties or undertakings given by any person other than the Promoters themselves.

5.16. The Promoters reserve the right to terminate or extend the Competition at any time. In the event of such termination or extension, all Participants agree to waive (give up) any rights that they may have in terms of the Competition and acknowledge that they will have no recourse against the Promoters, their advertising agencies, advisors, suppliers and nominated agents.

5.17. Notwithstanding anything to the contrary contained in these Rules, the Promoters reserve the right to amend, modify, change, postpone suspend or cancel this Competition, the Rules and any prize (which has not yet been allocated), or any aspect thereof, without notice at any time, for any reason which the Promoters deem necessary. At the end of the Competition for whatsoever reason, all of the Promoters' obligations in regard to the Competition as well as in regard to the prizes shall cease to exist.

5.18. These Rules shall be governed by and interpreted according to the laws of the Federal Republic of Germany

5.19. For further information or inquiries, you may contact us by emailing:

1. [dcc@instinctif.com](mailto:dcc@instinctif.com)
2. [help@atingi.org](mailto:help@atingi.org)