

The “My Iris Art” Competition

Terms and conditions of participation

1. The organiser

The competition is organised by Messe Düsseldorf GmbH, Stockumer Kirchstr. 61, 40474 Düsseldorf. TERRITORY webguerillas Köln GmbH, Brüsseler Straße 89 - 93, D-50672 Cologne has been commissioned to carry out and handle the competition.

2. Persons eligible to participate

All MEDICA-/COMPAMED trade visitors who are over 18 years of age at the time of participation are eligible to participate in the competition. All other persons who are involved in the conception and implementation of the competition are excluded from participation. Also excluded are their first and second degree relatives and persons living with them in a relationship similar to marriage or in the same household.

Each person eligible to participate may only participate in the competition once. Participation of a single natural person under multiple different accounts is impermissible and shall cause the participant to be excluded from the game.

3. Acknowledgement of the terms and conditions of participation

By participating, the user explicitly declares that he/she agrees to these terms and conditions of participation. In particular, he/she declares that he/she agrees to his/her first name and winner's photograph being published on the website of Messe Düsseldorf GmbH (<https://www.medica.de/>) in the event that he/she wins the competition.

4. Competition rules and procedure

The “My Iris Art” competition begins on 13.11.2017 at 10.00am and ends on 16.11.2017 at 11.59pm.

The following requirements apply for participation in the competition:

- the photographs of the iris scan must be uploaded onto the wall of the MEDICA Facebook Fanpages (MEDICA Düsseldorf or MEDICA TradeFair), and
- the hash tags #IrisArtProject and #MEDICA2017 must be assigned.

The winners will be drawn. Legal action is excluded.

Prizes: 3 x photo print of the iris scan on Alu-Dibond.

The prizes cannot be paid out in cash, exchanged or transferred to other persons. For the purposes of mailing, the winner will be contacted in advance through his/her personal Facebook profile in order to clarify the mailing arrangements. He/she declares that he/she agrees to this.

5. Guarantee of rights and lawfulness

(1) The participant warrants that he/she will observe all usage and neighbouring rights as well as other rights to the photograph and that the photograph is not encumbered with third-party claims.

(2) He/she also warrants that he/she observes the rights of all the persons recognisable in the photograph, particularly the right to one's own image and other personal rights, that all those persons have agreed to the uploading and publication of the photograph and the use thereof and that he/she has been granted the relevant usage and passing on rights. This concerns all persons who may be

visible in the photograph including if, for example, a person only happens to be discernible by chance in the background of the photograph.

(3) He/she also warrants that the photograph does not violate applicable laws and will not trigger any other complaints. He/she particularly warrants that the photograph does not contain any pornographic, racist or otherwise offensive or illegal content and also does not violate any copyright or trademark rights. The participant shall not use any images from copyright protected works, trademarks or labels in his/her photograph.

6. Granting of usage rights

(1) The participant grants Messe Düsseldorf GmbH the exclusive, worldwide, irrevocable and sublicensable right without any time limitation to comprehensively use the submitted photographs as part of the reporting.

In particular, he/she grants Messe Düsseldorf GmbH the right:

- to use the photograph on portals and websites of Messe Düsseldorf GmbH,
- to use the photograph for the possible production of TV advertisements and comprehensively utilise it, including commercially, in connection with such productions.

(2) The participant agrees that the photograph may be combined with other works, altered or edited by Messe Düsseldorf GmbH, duly observing the personal rights of the participants, for all the above-mentioned purposes. Edited versions, particularly cut sections of the photograph, may be used as described above.

7. Data protection

The personal data of the participants will be used and collected by the organiser in compliance with the data protection regulations. The privacy policy of MEDICA / Messe Düsseldorf GmbH at https://www.medica.de/Privacy_policy_2_applies

The personal data includes the name, residential address, place of residence and fact of participation.

The personal data of the participants will only be used to carry out the competition and deliver the prizes.

The personal data will not be published or disseminated and shall be deleted after the end of the competition period immediately and without delay. The personal data of the winners shall be stored as long as it is necessary for the distribution of the prizes. By participating in this competition, the participant agrees to being notified of his/her prize through his/her private Facebook profile.

Participants may demand the deletion of their personal data at any time by sending an e-mail to privacy@messe-duesseldorf.de. The participant understands that if he/she does so he/she will no longer be able to participate in this competition.

8. Miscellaneous

If good cause arises, we shall have the right to terminate or interrupt the competition without advance notice. The competition may be broken off for good cause, in particular, if it can no longer be guaranteed that the competition will be carried out correctly for technical or legal reasons. We may exclude individual persons from participation if legitimate reasons exist for doing so, such as a violation of the terms and conditions of participation, (attempted) manipulation etc., and we reserve the right to initiate legal action. If the conditions for exclusion are fulfilled, prizes may also be subsequently withdrawn or their return demanded.

If individual provisions of these terms of participation are or become ineffective, the effectiveness of the other terms of participation shall not be affected. The ineffective provisions shall be replaced with a provision which is appropriate in the individual case and corresponds most closely to the purpose of the ineffective provisions.

German law applies. In dealings with end consumers within the European Union, the laws at the end consumer's place of residence may be applicable if and insofar as they are mandatory provisions of consumer law.