

Conditions of participation "VR ART PRIZE by DKB in cooperation with CAA"

1 Organiser

DKB Service GmbH, Jägerallee 23, 14469 Potsdam (hereinafter referred to as "DKB Service") is the organiser of "VR ART PRIZE by DKB in cooperation with CAA". DKB Service is a wholly-owned subsidiary of Deutsche Kreditbank AG and, among other things, provides marketing services for Deutsche Kreditbank AG.

2 Application prerequisite / participation

- 2.1 Any visual artist or any group of artists over 18 years of age and resident in Germany may apply.
- 2.2 The activity as a visual artist has to be demonstrated by a distinct artistic style, an adequate website and exhibition list.
- 2.3 The application can be submitted up to and including 30 June 2020, 12 pm CET.
- 2.4 Submissions can be made in German and English.
- 2.5 Participation is only possible via the designated application form under these conditions of participation.
- 2.6 You can take part by filling in the application form and uploading the necessary information via <https://vrkunstpreis.artcall.org>. You will need your own account to do this.
- 2.7 All information in the application must be true. Any violation of this may result in exclusion.
- 2.8 Candidates may only participate themselves and in their own name (do not allow third parties to participate). Multiple applications are excluded and will lead to exclusion in the event of violation.

3 Prerequisite for application

- 3.1 Each applicant submits a work of virtual reality art which was completed after 1 January 2019 or which is still in progress and will be completed by 31 December 2020.
- 3.2 In addition, each candidate submits an initial layout sketch for a spatial installation in which the VR work is embedded, which relates to the VR experience and expands or supplements it in some form. It can contain any elements or media (e.g. fabrics, screens, paintings, sculptures, plinths, augmented reality, etc.). Find information about the exhibition space "Große Galerie" here: <https://www.hal-berlin.de/en/about-us/the-rooms/> Each applicant must be the creator of the artwork and the layout drawing for the spatial installation submitted.

4 Price / Notification/ Handover

- 4.1 A shortlist of 15 candidates will be selected from all applications by an internal jury. The 15 shortlisted candidates will be informed of their choice at end of July 2020 via the contact details provided.
- 4.2 The 15 shortlisted candidates must provide an initial version of the VR work for the Oculus Quest or, alternatively, provide a 360 video walkthrough for the Oculus Quest by 3 August 2020.
- 4.3 An expert jury will award five work scholarships of EUR 1,000 per month for the period September to December 2020 from the shortlist of candidates who have provided an initial version of their VR work.
- 4.4 The winners of the five work scholarships will be notified at the beginning of September via the contact details they have provided. Selected participants have 5 days to confirm their willingness to participate.
- 4.5 The works by the five scholarship artists will be shown from 27 February to 18 April 2021 in an exhibition at the "Große Galerie" at 'Haus am Lützowplatz (HaL), Berlin.
- 4.6 The five recipients of the scholarships hereby agree that they are not entitled to a precise 1:1 implementation of the designed spatial installation. The most feasible version of the spatial installation is coordinated and implemented in collaboration with the artistic director.
- 4.7 The five recipients of the scholarships hereby agree that they will be willing to help installing their artwork on site in the days prior to the opening. The individual schedule will be agreed upon with the artists.
- 4.8 The five recipients of the scholarships confirm that they will provide a portrait photo as well as illustrations and short videos of the work for communicating the overall project, which can be published at the discretion of DKB Service, DKB AG and the CAA without spatial restrictions and for an unlimited period in all media currently known and to be announced in the future, as well as

for accompanying communication formats such as interviews, studio tours or podcasts. The individual measures will be agreed upon with the artists. (For groups of artists, this applies to all members within the group.)

- 4.9 During the opening of the exhibition on the evening of 26 February 2021, three prizes will be awarded among the scholarship holders for a total of EUR 12,000.
- 4.10 The five recipients of the scholarships hereby agree that they will participate in the opening ceremony on 26 February 2021 unless they are prevented for an important reason (i.e. illness).
- 4.11 The prizes are not transferable.
- 4.10 The jury's decisions are binding for all participants and cannot be contested.

5 Cancellation of the claim to a prize

In the event of a breach of these conditions of participation that can be attributed to the participant, DKB Service reserves the right to refuse to pay out prizes, to cancel them without replacement or to reclaim them.

Such a breach exists in particular:

- for multiple applications;
- in the event of violations within the meaning of point 7 of these conditions of participation;
- in the case of any other manipulating of the application, including faking the fulfilment of the conditions for participation.
- If the virtual reality work submitted is not completed by 31 December 2020.

If the right to the prize expires, the jury can choose another winner.

6 Change of prices/ modification of the initiative

DKB Service may modify, suspend or terminate participation in "VR ART PRIZE by DKB in cooperation with CAA" insofar as this is necessary due to force majeure or external circumstances beyond the control of DKB Service or if this is the only way to ensure the proper implementation of participation in "VR ART PRIZE by DKB in cooperation with CAA". Participants are not entitled to any claims whatsoever from such a suspension, cancellation or premature termination of participation in DKB's "VR ART PRIZE by DKB in cooperation with CAA", in particular no entitlements to the distribution of the prizes. This does not apply if the participant has already been informed of their price.

7 Reasons for exclusion from the application

DKB Service reserves the right to exclude any applicant from participation if they provide incorrect or incomplete information in the application, attempt to manipulate the application technically or otherwise, or otherwise violate these conditions of participation. This applies in particular if the applicant is not the author of the submitted work and the layout drawing for the spatial installation. There will then be no entitlement to further participation, and any entitlement to a prize already acquired will expire.

8 Liability

- 8.1 DKB Service, the companies involved in carrying out the participation in "VR ART PRIZE by DKB in cooperation with CAA" and their vicarious agents are liable without limitation for intent and gross negligence as well as for damages resulting from the culpable injury to life, limb or health.
- 8.2 DKB Service, the companies involved in carrying out the participation in "VR ART PRIZE by DKB in cooperation with CAA" and their vicarious agents are liable for minor negligence only in the event of a violation of a material contractual obligation (cardinal obligation). A cardinal obligation is an obligation, the fulfilment of which makes it possible to carry out the participation in DKB's "VR ART PRIZE by DKB in cooperation with CAA" and which applicants can therefore regularly rely on.
- 8.3 Liability in accordance with the preceding paragraph is limited to typical, foreseeable damages.
- 8.4 Any liability for given warranties, on the basis of malice and for claims arising from the Product Liability Act remains unaffected.
- 8.5 Applicants are liable for any copyright infringements on the submitted works of art and the layout drawings for the spatial installation. Should DKB Service be used by a third party due to copyright infringements by the applicant, the applicant indemnifies DKB Service from these claims, unless the applicant is not responsible for the claim.

9 Exclusion of legal action

Legal action is excluded.

10 Governing Law

The law of the Federal Republic of Germany applies. Consumers who are habitually resident abroad can always invoke mandatory provisions of the law of the country in which they reside, irrespective of the specific choice of law.

11 Other

Should individual provisions of these conditions of participation be or become wholly or partially ineffective, this shall not affect the validity of the remaining provisions.

Information on data protection:

DKB Service uses the data specified in the application form to process personal data within the meaning of Article 2 (1) GDPR. Responsibility for data processing lies with DKB Service GmbH, Jägerallee 23, 14469 Potsdam, e-mail: vrkunst@dkb.ag, Tel.: 030 - 120 300 00. You can contact the data protection officer at the above address and at datenschutzanfragen@dkb.de. DKB Service processes the data exclusively for carrying out the participation in "VR ART PRIZE by DKB in cooperation with CAA". The data is deleted after completion of the "DVR ART PRIZE by DKB in cooperation with CAA". The legal basis for processing the data included in the application form is Article 6 (1) (b), because the data is only used for the fulfilment of the contract. The data for DKB Service is provided by CAA Berlin gGmbH, Potsdamerstr. 81A, 10785 Berlin with the help of the online service <https://artcall.org> and is saved accordingly. The data is not passed onto third parties.

The five scholarship recipients have also agreed to use the accompanying documents (portrait photo, short CV, information on the person with reference to the artistic work, description of the work of art, illustrations and short videos of the work of art, interviews and podcasts) for reporting on "VR ART PRIZE by DKB in cooperation with CAA" - also in a commercial context.

When the accompanying documents are published on the website of Deutsche Kreditbank AG, the Contemporary Arts Alliance or DKB Service, the data is provided by Deutsche Kreditbank AG, the Contemporary Arts Alliance (CAA Berlin gGmbH, Potsdamerstr. 81A, D-10785 Berlin) or DKB Service itself. The legal basis is the participant's consent, Article 6 (1) (a) GDPR. The accompanying documents are saved for a period of 10 years and then deleted.

If the applicant has declared their consent to the use of the accompanying works, when distributed by Facebook, these will be processed by Facebook Ireland Ltd., 4 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland (privacy statement: https://www.facebook.com/full_data_use_policy), when distributed via Instagram by Instagram Inc., 1601 Willow Road, Menlo Park, CA, 94025, USA (privacy statement: <http://instagram.com/about/legal>) and when distributed via Twitter by Twitter Inc., 1355 Market Street, Suite 900, Sanisco, CA, 94103 (privacy statement: <https://twitter/privacy> in the USA). Facebook and Twitter are certified under the EU-US Privacy Shield Agreement, thereby providing a guarantee of compliance with European data protection law. Instagram is not certified under the Privacy Shield Agreement, so protection according to the European level of data protection is not guaranteed. In particular, Instagram may use or disclose the data to third parties in a manner that would not be permitted under European and German data protection law. Access by public authorities is also conceivable. More detailed information on the processing of the data by these providers can be found in their privacy policies.

The applicant has the right to obtain information about the stored data, as well as to correct, delete, restrict the processing of and transfer data. They shall also have the right to lodge a complaint with the competent supervisory authorities.

You can freely withdraw your consent at any time in the future.

The collection of data is not contractually or legally required and failure to provide it (by giving consent or revoking it) has no impact on your other business relationship with DKB Service. However, the provision of the data specified in the application form during the term of "VR ART PRIZE by DKB in cooperation with CAA" is a prerequisite for participation in it.