



KSM-Modelle GbR
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Conditions of participation KSM Photo Competition 2024:

1. Occasion

KSM-Modelle GbR (hereinafter referred to as the organizer) is looking for the most beautiful photos with a KSM model.

A selection of 12 motifs will be made from all the images submitted and will be used for a print calendar.

2. Procedure of the competition

The competition lasts until October 20, 2024. Until then, everyone will have the opportunity to take part in the competition.

3. Participation

Participation is only possible within the participation period. Submissions received after the closing date (foto@ksm-modelle.de) will not be taken into account in the draw.

Only one submitted image per participant will take part in the photo competition. It is strictly forbidden to use multiple email addresses. By submitting a picture you accept the terms and conditions of participation.

Participation in the competition is free.

4. Requirements for the images to be submitted

- The photo must show a KSM model as the main subject.
- There may be no frame, font or other graphic components (e.g. speech bubbles).
- The file format must be a JPEG file.
- The long side may have a maximum width of 2000 pixels and a print resolution of 300 dpi.

5. Exclusion from participation Anyone interested can take part.

For minors, participants must provide a written consent from their legal guardian. If these conditions of participation are violated, the organizer reserves the right to exclude people from the competition. Anyone who provides false personal information can also be excluded. People who gain advantages through manipulation will also be excluded. In these cases, prizes can be subsequently revoked and reclaimed.

6. Procedure Submissions are only possible via the email address

foto@ksm-modelle.de,

stating a valid and correct email address, address and telephone number of the participant. In the event of a win, further contact will be made via this email address, address or telephone number. By submitting a photo, you accept the conditions of participation in the competition and agree to its publication. Photo prints sent by post or digital image media of any format submitted by post will not be accepted for the competition; they will not be returned to the sender. Images sent via other email addresses will also not be included in the competition. Photos received after the closing date will not be considered. The electronically recorded receipt of the email is used for verification. Replacing the uploaded photos or making other subsequent changes to them is not permitted. The winners will be determined by voting - published on our homepage www.ksm-modelle.de. Voting will take place by email using the already known email address foto@ksm-modelle.de. Everyone is invited to tell us their 3 favorite photos. Voting will take place from October 16th to October 31st. The winners will be determined solely from the result of this vote. The winners will probably be informed of the award by email, post or telephone in November 2024. Legal recourse is excluded and there is no entitlement to a cash payment of the prize or to an exchange.

7. Distribution of prizes

The winner receives a KSM bus model of their choice.

The 2nd to 12th placed winners receive a KSM Models 2025 photo calendar.

No award or naming of the other placings will be given.

The names of the winners will be announced on the competition page as they were entered in the name field during registration. Further information (e.g. place of residence) will not be published.

8. Rights of use and rights of third parties

Each participant grants the organizer simple rights of use and exploitation to the photos submitted, unlimited in terms of space, time and content. This includes in particular the right to publish, edit and modify the work, to use it in a modified form, as well as the right to sublicense and pass on the partial and total work subject to copyright to third parties. Each participant also transfers in particular the right to reproduce, distribute and perform the work, to have it presented or performed, and to combine it with other types of work. To the extent that participants have acquired title or trademark rights to the work created, they also transfer these to the extent stated above. The transfer of rights is permanent, insofar as this is legally permissible. The transfer of rights also applies to modified, e.g. shortened, supplemented, updated, fully or partially integrated, partial/total services developed further by the organizer or its representatives, as well as to lending and rental. There is no obligation to exploit the rights of use. The organizer is entitled to grant the aforementioned rights to third parties. Any right of recall to which participants are entitled under Section 41 of the Copyright Act due to non-exercise of the respective transferred right of use is excluded for a period of five years from the transfer. The participants assure that they hold all rights to the submitted photo material, have unrestricted exploitation rights, that the submitted image material is free of third-party rights and that no personal rights are violated when depicting persons. If one or more people are clearly visible in the photographic material, consent for publication must be obtained from each individual person depicted and presented in writing upon request by the organizer. If minors are depicted, written consent from the legal guardian is required.

9. Prohibited content

Participants may not submit photos that violate common decency or otherwise applicable law (in particular copyright, trademark and name rights of third parties). In particular, no photos may be submitted that contain criminal, pornographic, harmful to minors, disorderly, racist, violent or content that may violate the personal rights of third parties. Likewise, no photos may be submitted that advertise other products, services and/or trademarks. The exclusion, blocking or deletion of photos is at the sole discretion of the organizer and can take place at any time without hearing the participants concerned if submitted contributions violate these conditions of participation or legal regulations or if a corresponding violation cannot be ruled out. Legal recourse and any claims against the organizer due to the exclusion, blocking or deletion of images are excluded.

10. Liability indemnity

The participants undertake to indemnify the organizer from all claims of third parties in the internal relationship or to compensate the organizer upon first request if damages are based on the use of the participant's contributions, in particular if third parties claim that the contributions violate their personal rights, copyright or other intangible rights. The participants indemnify the organizer from all damages resulting from such a claim, including reasonable costs of extrajudicial and judicial legal defense.

11. Cancellation of the competition

The competition can be cancelled by the organizer at any time for important reasons. This can be the case, for example, if the regular or proper conduct of the competition cannot be guaranteed, in particular for legal, personnel, technical (e.g. errors in the software or hardware) or other unforeseen reasons. The decision to cancel is at the discretion of the organizer. Claims arising from this and legal recourse are excluded in this respect.

12. Data protection

The organizer collects, processes, uses and stores the data of the participants registered via the email address when submitting the entry. Required name data is also stored and mentioned to protect the author's personal rights. The purpose of data storage is to carry out the competition.

By submitting your photos, you agree that the data provided (name, date and title of the submitted images) may be published and used for further marketing projects.

13. Update

The organizer reserves the right to update and adapt these conditions of participation at any time without

informing the participants separately. The current wording of the conditions of participation can be viewed on the competition page.

14. Final provisions

If parts or individual formulations of these conditions of participation are invalid, the content and validity of the remaining parts remain unaffected.

All claims on the part of the participants are excluded to the extent that this is legally permissible.

The law of the Federal Republic of Germany applies to these conditions of participation. The place of jurisdiction is Munich, unless otherwise stipulated by law.