

# **PARTICIPATION CONDITIONS**

## **to participate in the**

### **"VR ART PRIZE by DKB in cooperation with CAA Berlin"**

#### **1. Organiser**

(1) The organiser of the "VR ART PRIZE by DKB in cooperation with CAA Berlin" is Deutsche Kreditbank AG, Taubenstraße 7-9, 10117 Berlin (hereinafter referred to as "DKB"), which is responsible for its implementation

- CAA Berlin gemeinnützige GmbH, Potsdamerstr. 81A, 10785 Berlin (hereinafter referred to as "CAA Berlin") is a platform for private engagement to promote contemporary culture in Berlin,
- Ms Tina Sauerländer as curator and artistic director (hereinafter referred to as "curator" or "artistic director"),
- Ms. Peggy Schoenegge as project manager of the accompanying Coding Art Lab and
- DKB Service GmbH, Jägerallee 23, 14469 Potsdam (hereinafter referred to as "DKB Service") is a wholly-owned subsidiary of DKB, which, among other things, provides marketing services for DKB

are involved.

(2) If the organiser is referred to below, this means DKB, CAA Berlin, Ms. Sauerländer, Ms. Schoenegge and DKB Service in the context of their cooperation for the "VR ART PRIZE by DKB in cooperation with CAA Berlin" under the direction of DKB.

#### **2. Participants**

(1) Visual artists and artist collectives whose members have reached the age of 18 and are living in Germany can apply.

(2) Work as a visual artist must be attested by a pronounced artistic signature as well as by citing your own website and a corresponding list of exhibitions.

(3) Participants may only participate in person and in their own name in the "VR ART PRIZE by DKB in cooperation with CAA Berlin".

#### **3. Application and participation**

(1) Participation in the "VR ART PRIZE by DKB in cooperation with CAA Berlin" is exclusively subject to these conditions of participation.

(2) Applications for participation in the "VR ART PRIZE by DKB in cooperation with CAA Berlin" are only possible via the application form provided for this purpose (available at <https://vrkunst.dkb.de>).

(3) Applications can be made in German or English up to and including 12 pm CET on 15.11.2022. The receipt of the complete application documents by the organiser at [vrkunst@dkb.ag](mailto:vrkunst@dkb.ag) is decisive in determining whether an application has been made in a timely manner.

(4) For the application, a piece of self-created virtual reality artwork (hereinafter referred to as "VR artwork") is required, with this being completed after 01.01.2022 or still in development, whereby it must be completed by 01.06.2023.

- (5) In addition, a first draft sketch is necessary for installation in the room in which the VR artwork is or is to be embedded. The design sketch for the room installation should refer to the virtual reality experience and expand or supplement it in some way. It can contain any elements or media (e.g. fabrics, screens, paintings, sculptures, pedestals, digital formats, etc.).
- (6) Furthermore, a sketch for an augmented reality sculpture must be submitted. This should also refer to the virtual reality experience and expand or supplement it in some way.
- (7) Applicants must be authors of the submitted VR artworks, sketches and augmented reality sculptures.
- (8) All information provided in the application must be true. An infringement may lead to exclusion. Multiple applications are inadmissible and may lead to exclusion.
- (9) All timely applications will participate in the "VR ART PRIZE by DKB in cooperation with CAA Berlin".

#### **4. Grants, Selection and Notification**

- (1) An internal jury of the organiser will select a shortlist of fifteen (15) candidates from all applications (hereinafter referred to as the "shortlist candidate"). Artists' collectives count as a shortlist candidate. The shortlist candidates will be informed about their selection in mid-January 2023 using the contact details provided in the application form.
- (2) All shortlist candidates must provide the organiser with a first version of the VR artwork for the Oculus or Meta Quest by 30.01.2023. This should consist of a 360° video walkthrough in mp4 format. The organiser will inform the selected shortlist candidates in good time about the exact submission process.
- (3) The organiser's expert jury will select five (5) shortlist candidates from among all shortlist candidates who have made an initial version of their VR artwork available to the organiser in good time in accordance with paragraph (2) of this section, with each of these receiving a working grant of EUR 1,000 per month for the period from April 2023 to July 2023 (hereinafter referred to as the "grant holder"). Artists' collectives count as a grant holder.
- (4) The selected grant holders will be informed of their selection at the end of February 2023 using the contact details provided in the application form. They will have five (5) days from receipt of the information to accept the grant. The details of the working grant will be set out in a separate agreement between DKB Service and the grant holder.
- (5) The expert jury of the organiser is free to select the shortlist candidates and the grant holders. Its selection decisions will be binding for the organiser and all applicants and cannot be contested.

#### **5. Issuing and obligations of the grant holders**

- (1) The VR artworks of the grant holders will be shown to the public from 08.09.2023 to 05.11.2023 in an exhibition in the large gallery at Haus am Luetzowplatz in Berlin (hereinafter referred to as the "exhibition"). Information about the exhibition space "Große Galerie" can be found at [www.hal-berlin.de/ueber-uns/die-raeume/](http://www.hal-berlin.de/ueber-uns/die-raeume/).
- (2) The grant holders grant the organiser the right to show their VR artworks free of charge as part of the exhibition.
- (3) The grant holders are not entitled to an exact one-to-one implementation of the designed spatial installation to their VR artworks within the framework of the exhibition. Together with the

artistic director, the best possible version of the room installation will be coordinated and implemented within the framework of the exhibition.

(4) The grant holders will support the organiser free of charge in setting up their VR artwork, the associated room installation and the integration of augmented reality sculptures in the days prior to the opening of the exhibition. The exact work and times will be agreed in advance between the organiser and the grant holder.

(5) The grant holders will provide the organiser with a portrait photo of themselves, pictures of their VR artwork and a short video about their VR artwork as well as a biography for communication on the "VR ART PRIZE by DKB in cooperation with CAA Berlin" (hereinafter referred to as "works") free of charge.

(6) DKB, CAA Berlin, DKB Service and the curator will receive the non-exclusive, transferable, spatially and temporally unlimited right to the works pursuant to paragraph (5) and (8) this section for use in connection with the "VR ART PRIZE by DKB in cooperation with CAA Berlin" from the grant holders free of charge, in particular for publication in all currently known and future media within the framework of communication on the "VR ART PRIZE by DKB in cooperation with CAA Berlin".

(7) The grant holders will be present at the opening on 8.9.2023 of the exhibition, unless they are prevented from attending for important reasons (such as illness).

(8) The grant holders will be available to the organiser for accompanying communication formats such as interviews, studio tours or podcasts to an appropriate extent within the framework of the exhibition. Appropriate measures will be agreed in advance between the organiser and the grant holder.

## **6. Prizes and Awards**

(1) Within the framework of the exhibition, three (3) awards will be awarded among the grant holders, which are endowed with a total of EUR 12,000.

1st prize - 5,000.00 EUR

2nd prize - 4,000.00 EUR

3rd prize - 3,000.00 EUR

(2) The prize jury of the organiser will award prizes at its own discretion. Their decisions are binding and cannot be challenged.

(3) The prizes are non-transferable and will be transferred to the winners' account no later than thirty (30) days after the end of the exhibition.

## **7. Modification of the Participation conditions**

(1) The organiser may modify, suspend or terminate participation in the "VR ART PRIZE by DKB in cooperation with CAA Berlin" insofar as this is necessary due to force majeure or external circumstances beyond the control of the organiser, or if this is the only way to guarantee a proper implementation of the "VR ART PRIZE by DKB in cooperation with CAA Berlin".

(2) Such a suspension, cancellation or premature termination of participation in the "VR ART PRIZE by DKB in cooperation with CAA Berlin" will not entitle the participants to any claims whatsoever, in particular not to claims for the receipt of a working grant or for the disbursement of a prize. This will not apply if participants have already been informed about their receipt of the working grant or the prize.

## **8. Reasons for exclusion and withdrawal of a working grant/prize**

(1) The organiser will reserve the right to exclude participants from participating in the "VR ART PRIZE by DKB in cooperation with CAA Berlin" if they violate the participation conditions in an insignificant manner. In addition, exclusion is also possible if there is another important reason for this. An insignificant violation of the participation conditions or any other important reason exists in particular if participants

- a) provide false or misleading information in the context of the application,
- b) technically or otherwise manipulate or attempt to manipulate participation in the "VR ART PRIZE by DKB in cooperation with CAA Berlin",
- c) submit multiple applications,
- d) fail to complete the submitted VR artwork by 01.06.2023,
- e) are not the authors of the submitted VR artworks, sketches, augmented reality sculptures and other works mentioned in the conditions of participation,
- f) make utterances and exhibit behaviours that hurt the feelings of a group of the population or reduce its reputation in public to such an extent that the reputation of DKB or CAA Berlin could be impaired by promoting the participant.

(2) In the cases referred to in paragraph (1) of this section, the organiser reserves the right to refuse to pay out, cancel or reclaim work grants and prizes and/or to designate another grant holder or winner.

## **9. Liability**

(1) Any liability of the organiser is excluded, unless otherwise stipulated in the following paragraphs.

(2) The exclusion of liability will not apply to damages caused by culpable violation of an essential contractual obligation in a manner that jeopardises the achievement of the contract's purpose by the organiser, its legal representatives or vicarious agents. Essential contractual obligations are those obligations, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the participant regularly relies and may rely. However, the liability is limited to the damage typical to this type of contract, the occurrence of which the participant and the organiser must anticipate due to the circumstances known to them at that time.

(3) Furthermore, the exclusion of liability does not apply to damages resulting from injury to life, limb or health, which are based on a negligent or intentional breach of duty caused by the organiser, its legal representatives or vicarious agents.

(4) The exclusion of liability does not apply to damages based on an intentional or grossly negligent breach of duty by the organiser, its legal representatives or vicarious agents.

(5) Insofar as the liability of the organiser is excluded or limited, this will also apply to the liability of its legal representatives, employees and vicarious agents.

(6) Liability under the Product Liability Act and liability for guarantees granted will remain unaffected.

#### **10. Indemnification in the event of copyright infringement**

(1) The participants will guarantee to the organiser that they are the authors of the VR artworks, augmented reality sculptures, sketches and other works mentioned in the participation conditions and that they have the rights listed in the participation conditions in this regard.

(2) Should the organiser be held liable by a third party who claims their rights have been violated by the use of the VR artwork, augmented reality sculptures, sketches or other works made available by the participant, the participant will be indemnified by the organiser on first request from any claims of the third party as well as from the necessary legal defence costs incurred both out of court and in court in an appropriate amount if the organiser informs the participant within a reasonable period of time about the assertion of the claim by the third party in text form and coordinates the measures to be taken in advance with the participant.

(3) The right of the organiser to claim damages will also remain unaffected.

#### **11. Exclusion from legal recourse**

Any legal recourse is excluded.

#### **12. Applicable law**

All disputes arising from or in connection with these participation conditions, including their validity, will be governed by the laws of the Federal Republic of Germany.

#### **13. Other provisions**

Should one of the provisions of these participation conditions be or become invalid in whole or in part, this will not affect the validity of the remaining provisions. Rather, the participants and the organiser will undertake to cooperate in reaching an agreement that corresponds as far as possible in economic terms to the original intention of the parties.

#### **14. Information on the processing of personal data:**

The following is responsible for the implementation of the "VR ART PRIZE by DKB in cooperation with CAA Berlin" and thus also responsible for the corresponding processing of your personal data:

Deutsche Kreditbank AG, Taubenstraße 7 – 9, 10117 Berlin ("DKB" or "we");

Email: vrkunst@dkb.ag, Tel: 030 - 120 300 00.

You can contact the data protection officer at the above address and at: [datenschutzanfragen@dkb.de](mailto:datenschutzanfragen@dkb.de).

If you apply for the "VR ART PRIZE by DKB in cooperation with CAA Berlin", we will collect and process your personal data within the meaning of Art. 2 para. 1 General Data Protection Regulation ("GDPR"). This includes the data specified in the application form (name, email address, telephone number, address, date of birth, website / social media profiles, society/organisation, content of the artist statement and the artist CV) and information on the submitted artworks as well as later, if necessary, image, sound and video recordings.

We will process your afore mentioned personal data exclusively in the context of your participation in the "VR ART PRIZE by DKB in cooperation with CAA Berlin".

If you apply for the "VR ART PRIZE by DKB in cooperation with CAA Berlin", we process your personal data on the basis of your consent pursuant to 6 para. 1 sentence 1 a) GDPR as well as for the fulfilment of our contract (participation in the VR ART PRIZE) in accordance with Art. 6 para. 1 sentence 1 lit. b) GDPR.

We collect and process your data with the support of CAA Berlin gemeinnützige GmbH, Potsdamerstr. 81A, 10785 Berlin ("CAA Berlin"), our subsidiary DKB Service GmbH, Jägerallee 23, 14469 Potsdam ("DKBS"), the curator Tina Sauerländer and the project manager of the Coding Art Lab Peggy Schoenegge.

Insofar as you grant us rights of use in accordance with section 5 paragraph (6) of the participation conditions, we may also transfer the personal data contained in the works to ARTPRESS – Ute Weingarten, Danziger Str. 2, 10435 Berlin, as part of our public relations work for the "VR ART PRIZE by DKB in cooperation with CAA Berlin".

In addition, selected personal data (name, website / social media profiles, content of the artist statement and the artist CV) of the artists who are included in the shortlist will be given to the expert jury for the purpose of selecting the grant holders. As of the open call on 1.9.2022, the members of the expert jury are:

- **Emma Enderby**, Head of Programmes and Research, Chief Curator, Haus der Kunst, Munich
- **Sabiha Keyif**, Curator & Project Manager, Head of exhibitions abroad, ifa - Institut für Auslandsbeziehungen
- **Nadim Samman**, Curator for the Digital Sphere, KW Institute for Contemporary Art, Berlin
- **Ulrich Schrauth**, Artistic Director, VRHAM! Virtual Reality & Arts Festival, Hamburg, and XR & Immersive Programmer, British Film Institute (BFI) and the London Film Festival
- **Dr. Alexandra von Stosch** Co-Founder & Board Member CAA Berlin gGmbH, and Managing Director of Artprojekt Entwicklungen GmbH

Beyond this, we will not pass on your personal data to third parties.

The personal data and recordings are used in accordance with the following explanations in the context of implementing the "VR ART PRIZE by DKB in cooperation with CAA Berlin" as well as the public relations work for operating social media accounts and advertising-related use of the DKB and can be shown publicly.

The places/profiles of publication where we may use your personal data are, in particular, the DKB website, the website [www.vrkunst.dkb.de](http://www.vrkunst.dkb.de), as well as the social media profiles of the curator, CAA Berlin and Artpress in the context of public relations for the VR Art Prize, e.g. via the Facebook fanpage, the DKB Instagram profile, the DKB TikTok Profile, the DKB Twitter Profile, the YouTube Profile and LinkedIn.

The providers of the above-mentioned social media platforms also process personal data in the USA and thus outside the European Union/the European Economic Area. Please find out at <https://www.dkb.de/kundenservice/datenschutz/> who our contractual partner is and what role social media providers play in terms of data protection law.

There has been no data protection-related adequacy decision by the European Commission for the USA and a large number of other countries outside the European Union/European Economic Area. There is a risk that government agencies may access personal data without us and/or the respective data subjects being aware of it. The state authorities' ability to access it results mainly from legislation on foreign intelligence, counter-intelligence and the prosecution of terrorism and law enforcement.

We cannot exclude that visitors to a website and social media profiles will make copies of the personal data or that your personal data will be collected by search engines or web archiving services. This can lead to personal data published on the internet still being found on the origin page even after it has been deleted.

For more information about the processing of your personal data and your rights, please visit [https://dok.dkb.de/pdf/Information\\_nach\\_Art13.pdf](https://dok.dkb.de/pdf/Information_nach_Art13.pdf).

#### Applicants:

If you are not one of the shortlist candidates, we will not publish your personal data and will delete it after completing this selection process for the "VR ART PRIZE by DKB in cooperation with CAA Berlin".

#### Shortlist candidates:

The names of the shortlist candidates will be used in the context of public relations work for the "VR ART PRIZE by DKB in cooperation with CAA Berlin".

If we do not offer you a grant as a shortlist candidate or you do not accept the grant, we will delete your personal data after completion of the grant selection process, with the exception of your name and the name of the submitted work. We store this data for a period of up to 10 years. During this period, we may publish your data on the website [www.vrkunst.dkb.de](http://www.vrkunst.dkb.de).

#### Grant holders:

If you are one of the grant holders selected by our expert jury from among the shortlisted candidates, our subsidiary DKBS will contact you to conclude a grant agreement.

If you accept the grant, you are agreeing to the processing of the personal data presented above for reporting on the "VR ART PRIZE by DKB in cooperation with CAA Berlin" – as well as for the operation of social media accounts and in an advertising context – in accordance with these participation conditions and the grant agreement. The personal data may be publicly displayed.

If your personal data is published by us, CAA Berlin, Tina Sauerländer and DKB Service, the published data will be processed by us, CAA Berlin, Tina Sauerländer or DKB Service itself. The legal basis is your consent pursuant to Art. 6 para. 1 sentence 1 a) GDPR or the grant agreement concluded between you and DKB Service.

If DKB fulfils your interest as an artist, the works will be made publicly available for a long period of time. Consent therefore includes the accompanying works being stored for a period of 10 years for the purpose of art marketing and then deleted.



**Appendix: Declaration of consent for the processing of personal data for public relations and release to use**

Declaration of consent

I agree that my recordings and personal data may be processed within the scope of the intended purpose for 10 years as well as outside the European Union/the European Economic Area. Insofar as my photo reveals indications of my ethnic origin, religion or health (e.g. skin colour, head coverings), my consent also refers to these indications.

I am aware that DKB's websites and social media profiles can be accessed from anywhere in the world and my personal data can be copied, collected and analysed. Even if the respective personal data is removed by the DKB, data traces may remain on the Internet that cannot be completely deleted.

The consent is voluntary and can be revoked at any time with effect for the future without affecting participation in the "VR ART PRIZE of DKB in cooperation with CAA Berlin". This means that the legality of the processing carried out on the basis of my consent until its revocation will not be affected. The recipient of the revocation is DKB. Revocation vis-à-vis DKB can be submitted without filling any forms, e.g. by email [todatenschutzanfragen@dkb.de](mailto:datenschutzanfragen@dkb.de).

Approval for use

I agree that the recordings of me and my works may be reproduced and distributed in all currently known (5) and (8) future forms, including all appropriate ancillary rights, in accordance with section 5 paragraph and the participation conditions within the scope of the intended purpose. I will not assert any fee claims or claims for being named upon publication.

I assure DKB that I have or am permitted to have the rights required for the use of the material and that DKB may grant or transfer the rights required for the agreed use. This applies both to the copyrighted rights of use of the author and to the rights of the identifiable persons and objects depicted.

I undertake to indemnify DKB in the event that a claim is made against DKB due to unlawful use by a third party. This will not apply if DKB is solely responsible for the infringement.

Name:

Place, date:

Signature: