

Conditions of participation

in the "Band for Freedom" on the occasion of the 35th anniversary of the Peaceful Revolution and the fall of the Wall

On the evening of 9 November 2024, Berlin will mark the 35th anniversary of the Peaceful Revolution and the fall of the Berlin Wall with a celebration it's calling the "Festival for Freedom". One of the highpoints of this special night will be the "Concert for Freedom", an event that will see hundreds of musicians and singers pay tribute to freedom by making music together along the path of the former Berlin Wall. All of the musicians and singers participating in the event will perform simultaneously as equals.

1. Participation and registration

Any natural person aged 16 years or older on 23 September 2024 can participate. When you accept these Conditions of Participation, you confirm that your contact information is correct.

Please note: Any participant who violates these Conditions of Participation or the <u>Code of Conduct</u> will be excluded from participating.

2. General conditions of participation

- In no way shall your involvement in the Concert for Freedom on 9 November 2024 and your
 participation in pre-concert rehearsals give rise to any claims for remuneration or reimbursement of expenses. In other words, your participation in both the concert and the rehearsals is
 entirely voluntary and free of charge.
- 2. Our team will inform you by approximately 14 October 2024 as to whether you have been selected to be part of the preliminary band. Please understand that capacity is limited and we will not be able to take all registrations for participation into consideration.
- 3. You agree that you are willing to be contacted by us via email in the course of our planning the Concert for Freedom for the purpose of providing you with information, for example, on the date and time of rehearsals.
- 4. It is essential that you carry out your own individual preparation to the extent required for the Concert for Freedom. For this purpose, we will be providing you with free tutorial material on the songs you need to rehearse. We will send you more detailed information about this via email.
- 5. Please note that in order to participate in the Concert for Freedom, you will be obliged to attend up to three rehearsals. The dates and times of these rehearsals will be communicated to you via email when you confirm your participation.
- 6. We reserve the right to cancel your participation in the Concert for Freedom, even at short notice, if you fail to participate in the mandatory pre-concert rehearsals.
- 7. Showing up on time to rehearsals and to the concert itself is just as essential as complying with all instructions issued by the organisers and their partners and service providers.
- 8. If you are unable to attend rehearsals, sound checks or the concert itself, you agree to make every effort to inform the team as soon as possible via email at band@mauerfall35.berlin.
- 9. You agree to bring all the equipment you need for rehearsals and concerts all by yourself and free of charge.
- 10. Please note that all rehearsals and the Concert for Freedom itself will be taking place outdoors with no kind of roof or covering. All necessary measures to protect against moisture, damp and cold (for example, by using rain covers and dressing warmly) must be taken independently and at the participant's own expense.





3. Data transfer

By registering to take part, you automatically consent to the transfer of your contact details to the cooperation partners of Kulturprojekte Berlin GmbH, in particular to those partners involved in preparing and implementing the content and logistics associated with the production of the Concert for Freedom on 9 November 2024. These cooperation partners are the following:

- a. buero doering Fachhandel für Ereignisse, Rosenthaler Str. 40/41, 10178 Berlin
- b. phase7 performing.arts GmbH, Hauptstaße 13, 10317 Berlin
- c. Rockin'1000 S.r.I., via Scevola Franciosi n. 26, C.F. 04223440407, Cesena (Italy)

4. Transfer of rights

- By participating as a performer and member of the Band for Freedom at the rehearsals as well as at the Concert for Freedom, you hereby consent to the creation of image, video and sound recordings.
- 2. By agreeing to the Conditions of Participation, you hereby transfer to the organisers Kultur-projekte Berlin GmbH, Klosterstraße 68, 10179 Berlin all copyright rights of use, exploitation, ancillary copyrights and other rights arising in this context exclusively and without any limitation in terms content, time and space, including the right to pass them on to third parties.
- 3. You also consent to the use of all recordings to the extent that they are used to present and promote the event in all media. This also applies to publications on all types image carriers that contain a reproduction of the event and excerpts from it. In this regard, the rights of use in all media are granted (such as the right of reproduction, the right of presentation and the right of publication) including the right to transfer the rights of use to third parties.
- Kulturprojekte Berlin GmbH shall be indemnified against any claims by third parties arising from assigned rights and licenses.
- 5. Your consent to the transfer of the rights of use shall be given without entitlement to remuneration neither in return for payment nor free of charge.

5. Liability and insurance

- Kulturprojekte Berlin is not liable for any damage and/or loss of your property during the rehearsals, sound checks or concert. This also applies if spaces or areas are made available for you for storage purposes.
- You shall be liable for any damage you cause, and you shall also bear all costs for any such damages. It is essential that you notify Kulturprojekte Berlin immediately regarding any damages that occur.

6. Miscellaneous

Should any of the provisions in these Conditions of Participation be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions of these Conditions of Participation. The invalid provision shall be replaced with a legally permissible provision that comes as close as possible to the economic meaning and purpose of the invalid provision. The same shall apply in the event of a regulatory gap in these Conditions of Participation.

Contact:

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