

**This is an automatic translation of the General Terms and Conditions for participation in the Urban Sketchers Germany Meeting from September 1st to 3rd, 2023. The translation is provided for informational purposes only and does not replace the German-language version. German law applies.**

Terms and Conditions for Participation in the Germany Meeting of Urban Sketchers  
September 1-3, 2023

Version 1.1.

## 1 General

The Terms and Conditions for Participation (Allgemeine Geschäftsbedingungen) in the Germany Meeting of Urban Sketchers September 1-3, 2023 govern the legal relationships between the participants and the organizer. The organizer is the non-commercial partnership "Organization Team Germany Meeting Urban Sketchers 2023".

## 2 About the Organization Team Germany Meeting Urban Sketchers 2023 GbR

The organization team is represented by Enno E. Peter and has its business address at the following location:

Organization Team Germany Meeting Urban Sketchers 2023 GbR  
c/o Enno E. Peter, Blumenstraße 45, 10243 Berlin.

Participation in the Germany Meeting of Urban Sketchers September 1-3, 2023 is free of charge. The services are provided by the GbR and volunteer helpers free of charge. There is no intention to make a profit from the event.

The event partner is the Kupferstichkabinett of the Staatliche Museen zu Berlin at the Kulturforum, Matthäikirchplatz, 10785 Berlin. The event location will be referred to as "Kulturforum" in the following.

## 3. Contract Content

The organizer supports participants in drawing in public spaces and in the company of other sketchers by selecting visually interesting motifs, providing background information on some locations, and organizing an opening meeting and a final exhibition.

The provision of this information (online, at the opening meeting, and possibly, i.e., only in case of participation, at one of the "Sketchwalks"), the creation of opportunities for joint drawing, and the organization of the exhibition in the foyer of the Berlin Kulturforum are the services offered to the traveling sketchers.

At three "Sketchpoints" designated by the organizer, there are no separate program items; these are visually interesting locations that can accommodate a larger number of people.

The organizer does not organize travel to/from Berlin and within Berlin to the locations of individual program items, nor does it organize accommodation.

#### 4. Conclusion of Contract/Registration

Registration takes place via the website of the service provider eventbrite.com. The participant will receive a registration confirmation by email.

Registration is a prerequisite for participating in the opening meeting and participating in a Sketchwalk. Registration for the event does not guarantee a place at the opening meeting or any of the Sketchwalks, which may be limited due to capacity reasons.

Registration is not required for visiting the final exhibition; it is open to the public.

Around the opening of the event at the Kulturforum, the participant will receive a name badge, which serves as proof of registration for the participating helpers and must therefore be carried at the opening meeting and at the Sketchwalks.

The number of participants in a single Sketchwalk is limited for reasons of safety (group traveling in public, including road traffic) and to facilitate communication among each other.

#### 5. Cancellation by a Participant

Out of consideration for the organizers' planning, participants are strongly urged to cancel their participation if they do not wish to attend after registering.

No costs are incurred by the participant due to the cancellation.

#### 6. Selection of Exhibition Pieces for the Final Exhibition

The number of drawings that can be displayed in the foyer of the Kulturforum at the end of the event is limited due to space constraints; the organizer will make the selection.

#### 7. Performance Disruptions

In particular, if individual designated leaders of the Sketchwalks fall ill or are prevented from attending for other urgent reasons, if bad weather makes it impossible or significantly hinders the execution of the event, or if regulatory requirements (e.g., due to a pandemic) limit gatherings indoors or outdoors, individual program items or even the entire event may have to be canceled.

The organizers will inform participants as soon as possible by posting a notice on the website [www.berlinusk.org](http://www.berlinusk.org). In case of bad weather, a decision may be made only a few hours in advance as to whether the Sketchwalks will take place.

#### 8. Liability

The organizer is generally only liable for intent and gross negligence. The organizer is also liable for negligent breaches of duty that result in injury to life, body, or health, or that affect guarantees or claims under the Product Liability Act.

The organizer is also liable for negligent breaches of duties, the fulfillment of which enables the proper execution of the contract, the violation of which endangers the achievement of the contract's purpose, and on whose compliance the user regularly relies. In this case (see above, section 3), these are the provision of information on artistically interesting locations in Berlin, the creation of opportunities for joint drawing, and the execution of the exhibition in the foyer of the Berlin Kulturforum.

In the latter case, however, the organizer is not liable for unforeseeable, non-contractual damages. The organizer is not liable for minor negligence in the violation of other duties. Furthermore, the organizer and their agents are not liable for disruptions of any kind caused by circumstances beyond their control.

Unless expressly stated otherwise above, the organizer's liability is excluded.

The above liability limitations also apply to the organizer's representatives or agents if claims are made directly against them.

If damage is caused by a participant, they are obligated to compensate the organizer for the damage or to indemnify them from the third party's claim for damages.

The organizer generally does not accept liability for damages caused by third parties to items brought by participants. No liability is assumed for the loss of items either. This explicitly applies to sketchbooks and drawings provided for the final exhibition.

## 9 Use of Photographic Images

The organizer or commissioned persons will take photos and film recordings of the event, including the participants, as well as photos of individual drawings.

These recordings will be used for the following non-commercial purposes:

- Publication on the website "Berlin Urban Sketchers" ([www.berlinusk.org](http://www.berlinusk.org)) as part of the event documentation.
- Press releases on TV, print, and online media
- Publication on other social networks (Facebook group of Berlin Urban Sketchers and other Urban Sketchers groups)
- Archiving, both in analog and digital form

The recordings are made either by the organizer themselves or by third parties from among the participants. Insofar as the recordings depict participants in a recognizable manner, the participant agrees upon registration that the recordings will be published for the aforementioned purposes.

## 10 House Rules at the Foyer of the Kulturforum

For the program items taking place in the foyer of the Kulturforum, their house rules apply. Violation of the house rules may result in exclusion from the respective program item.

There is no entitlement to a seat in the foyer of the Kulturforum.

### 11 Liability Insurance of the Participants

Participants are liable for any damages they cause during the event. Taking out liability insurance is recommended.

### 12 Jurisdiction

German law applies to all disputes in connection with this event. Exclusive jurisdiction is Berlin.

Legal advice: Attorney Dr. Kremer