

## AGB Ebay: (Endfassung vom 27.08.07, englisch)

### 1. Participants:

Every natural person who has completed his 18th year with residence in the Federal Republic of Germany can participate. If the participant is not a German citizen, condition for the participation is a valid permission of residence and a valid work permit. Requirement for the participation in the shooting of the video clip and the other achievements is the presentation of a certificate of good conduct (Führungszeugnis), an identity card as well as the co-operation conditions according to the requirements described under pt. 2. These documents are to be presented at the day of the shooting before the beginning of the shooting. A participation is only possible if the participant is not hindered by other contracts in the proper participation. The participant explains by his participation that no such contracts exist.

At every auction the participation criteria for the single participants are described most exactly (e.g., size, nationality, costumes, accessories, colour of hair, experiences etc.).

Every participant is obliged to procure the necessary equipment for his participation / for equipment / disguising / make-up equipment / other objects at own expenses and to bring these to the shooting for the video clip.

### 2. Achievements:

By winning the auction the participant acquires claim to the following achievements:

- Participation in the unique video clip for the hymn for the A380. The video-shooting will take place probably on a sunday in closed rooms. Parking and catering will be provided. Beginning is at 09.00 h, end probably approx. 22.00 - 00.00 h. All participants will be provided with the date and precise details after ending of the auctions.
- Additional public appearances by following measures:
  - Among all participants in the video clip three times two persons who can take part in the first-possible flights with the A380 of the Singapore Airline in the economy class are drawn. The raffle takes place at the end of the shooting to the video clip.
  - 30 principal characters (including two pilots and two co-pilots) are selected from the participants by LADIVA Musikverlag & Records GmbH at the end of the shooting in Germany for a trip to Abu Dhabi U.A.E. to participate in an additional video clip shooting there.
  - The costs for the flight (economy class with an airline chosen by LADIVA Musikverlag & Records GmbH) and the overnight expenses at a hotel with

breakfast will be selected and paid by LADIVA Musikverlag & Records GmbH. Expenses for food (half board) will be paid only during the shooting carried out there.

The participants are self-responsible for their other costs (like other journeys, sightseeing-trips, catering and other). The participants must provide themselves for a foreign countries health insurance and for a trip cost cancellation insurance. Every participant must carry a valid passport with at least 6 month validity. Participants, who are not German citizens, must inform themselves about the immigration regulations to the U.A.E. (Abu Dhabi and Dubai) and take care to obtain the necessary visa in time before the beginning of the trip. LADIVA Musikverlag & Records GmbH is not responsible for any travel organisation.

- The participants in the video clip are shown on the homepage by DIVA AGATA with her own picture in the video-clip-Pixel-Poster participant-area. To see the own picture on the homepage of DIVA AGATA input the name on the searching strip, on the right in the poster or by guidance of the invested pixels on the poster.
- The participants are shown on the poster in a 1200-pixel format with their own portrait, this portrait will also be enclosed at the CD's sold at market.
- The participants are in particular mentioned in a CD cover booklet which is enclosed to the CDs sold at market.
- A DVD documentary film about the shooting and the story of the song (NEAR TO THE SKY and DIVA AGATA) will be produced and also offered to other TV/Radio stations as a story / report.
- Every participant receives the final version of the video clip on DVD.
- Every participant receives a personal participation document to the unique video-shooting.
- The video clip will be emitted on different publication ways (among other music stations MTV and Viva), as far as these stations look at this as being suitable.

To the participant it cannot be guaranteed whether or in which circumference he appears in the official version of the video clip. There is no claim concerning the duration of the appearance or the positioning of the participant in the video clip as well as on the homepage or the poster.

Merely the positioning of the pictures of the pilots on the poster in the cockpit is fixed. For the rest, the positioning will be done technically through LADIVA Musikverlag & Records GmbH.

At every auction the participation criteria for the single participants are described most exactly (e.g., size, nationality, costumes, accessories, colour of hair, experiences etc.).

Every participant is obliged to procure the necessary equipment for his participation / for equipment / disguising / make-up equipment / other objects at own expenses and to bring these to the shooting for the video clip.

### **3. Expenses:**

As far as this is not mentioned in these general terms of business expressly, LADIVA Musikverlag & Records GmbH is not taking over any costs of the participants. This is valid in particular for costs for catering, trips, equipment, provision of data or documents or any other costs.

As far as participants are entitled after suitable choice or raffle to fly to Abu Dhabi or Dubai, LADIVA Musikverlag & Records GmbH takes over the costs for the flight and overnight stay at the hotel during the duration of the shooting for the video clip as well as the breakfast and the catering during the video-shooting in this time. Other costs for catering as well as any other costs are not taken over.

### **4. Time of the achievement:**

After entire assignment of all places or after ending of the auctions about e-Bay for the participation in the video clip, LADIVA Musikverlag & Records GmbH will inform the participants who receive an assent about the date and the place of the shooting for the video clip. The contract between LADIVA Musikverlag & Records GmbH and the participants becomes valid through the auction according to e-Bay regulations. The data of the participants are automatically determined by e-Bay.

The information will be provided on time before realisation of the appointment, nevertheless a claim to a minimum term before realisation does not exist for the participant. Provided that the participant cannot take part in the admissions for the video clip, the possibility exists for him to name a spare person who fulfils the criteria of these Terms and Conditions. There is no claim to repayment of the participation amount.

### **5. Legal transference:**

The participant agrees that LADIVA Musikverlag & Records GmbH makes picture admissions and/or sound-recordings within the scope of the production of the video clip for the hymn to the A380 and the reporting accompanying the production of his person definitely and free of charge and which these are used timewise, as regards content and locally unrestrictedly, arbitrarily often, also partly and extensively by the producer, involved TV/radio stations and by from these authorised third parties, to

1. the arbitrarily frequent broadcasting on television, internet and radio, regardless of the technical transmission method, the kind of the receipt device, the emitting station, the creation of the legal relationship between station and receiver (Free TV, Pay TV, pay by view, Video-on-demand, Near-Video-on-demand, TV to mobile etc.) and the legal form of the station (enclosed is the right of public reproduction by radio broadcastings and the right to make the production available to a restricted circle of recipients)
2. the filming and setting
3. the possession position to the individual call by means of television, computer, mobile final devices or similar (on-demand)
4. the non-radio audio-visual utilization on picture / sound carriers
5. the duplication and distributing
6. the synchronisation
7. the advertisement and clammy part evaluation only with reference to the production and/or achievements of third which are made discernible at the same time with the production for third (e.g., Split-Screen)
8. the merchandising only with reference to the production
9. the printing version
10. the sound carrier utilization
11. the public festival and fair use
12. the archiving and
13. the input in data banks, in particular on the Internet, as well as
14. the interactively use
15. the publication by new formats which become possible in the future with regard to progressive technical development.

Herewith the right is enclosed to produce and distribute necessary duplications solely or by third parties. This approval also counts for press publications and promotion measures concerning the production. The admissions may be arranged and the arranged versions may extensively been used, like the original admissions. The approval is also valid for pictures and sound materials possibly submitted by the participant.

## **6. Trade Mark Protection:**

The application of the **brand A380 as well as the name-brand DIVA AGATA or NEAR TO THE SKY** in every possible form (word and/or picture-brand, quoting or similar) is excluded. The owner's brand-right is pointed out expressly. By the participation, no usufruct is transferred in any form. The participant exempts LADIVA Musikverlag & Records GmbH from all claims, that may be carried to LADIVA Musikverlag & Records GmbH through a rights-violation of the participant.

To avoid the the violation of any protection-right of third parties all participants must appear in neutral clothing / outfits. No brand names, company-logos or similar are allowed to be visible during the video shooting, neither at materials, shoes, accessoires nor on the skin or on other areas.

## 7. Data storage:

With the registration of the personal data, the participant explains his approval that he agrees in the registration, processing and utilization of his datas and that further grasped datas in the course of the preparation of the video-clip may be used for purposes of future target-oriented processing as well as for further rights-utilization. He further agrees to pass on these datas to third parties, who might be involved in respective processing of these datas.

## 8. Liability:

As far as the liability is not expressly full-continually excluded in certain cases through separate regulations, LADIVA Musikverlag & Records GmbH is only liable for resolution and coarse negligence as well as the negligent injury of main-duties from this agreement. In case of claims according to the product-liability-law and/or in the case of personal damages, the pregoing liability-limitation is not valid.

As far as LADIVA Musikverlag & Records GmbH hurts carelessly an essential contract-duty, she is however limited on the characteristically emerging damage liable for damages.

As far as the liability of LADIVA Musikverlag & Records GmbH is excluded or limited, this is applicable also to the personal liability of employees, representatives and fulfillment-assistants.

LADIVA Musikverlag & Records GmbH is not responsible for the temporary cancellation or the temporary not-attainability as well as the not-accessibility of the sources, in which the produced video-clip or other datas are published.

However LADIVA Musikverlag & Records GmbH undertakes all necessary measures in order to make the publication of these data possible and to uphold these. This obligation is valid at longest up to 31.12.2010.

Between LADIVA Musikverlag & Records GmbH and the participants, there is no contract about travelling performances. LADIVA Musikverlag & Records GmbH is not a travel organizer. There are contractual relationships exclusively between the participant and the airline as well as between the participant and the lodging hotel. Disturbances in this area are to be handled exclusively between these covenantors.

### 9. Statements according to the “Teledienstegesetz”:

Firma LADIVA Musikverlag & Records GmbH,  
Location: München / Administration Würmtalstraße 48 - Deutschland 81375 München  
Branch / Management - Goldgasse 17, Deutschland, 65183 Wiesbaden,  
represented by the general managers Mrs. Agata Bonafé and Mr. Alexander Bichl,  
Sales Tax IDNr. **DE 814865180**  
District Court München: HRB 168864  
Tel.: 0049-611-6900349, Fax: 0049-611-6900549  
E-Mail: [ladiva-production@t-online.de](mailto:ladiva-production@t-online.de)  
[www.diva-agata.com](http://www.diva-agata.com)

### 10. Retraction right:

The customer, provided he is consumer, has the right to the retraction of his will-explanation directed toward the conclusion of the contract. The period is one month. It begins at the earliest with receipt of this retraction-instruction.

Provided the consumer gets this instruction in text-form, the retraction-period is differently from the prominent regulation two weeks after reception of the instruction. To the period-maintenance, the timely dispatch of the retraction-explanation suffices.

It doesn't need any reason and is to be explained in text-form (written, per fax or e-mail) to LADIVA Musikverlag & Records GmbH, Würmtalstraße 48, 81375 München. The retraction can be directed per e-mail to [ladiva-production@t-online.de](mailto:ladiva-production@t-online.de) or to

LADIVA Musikverlag & Records GmbH  
Würmtalstraße 48  
81375 München-Germany

## 11. Final Regulations:

These AGB are subject to exclusively German right under exclusion of the UN-purchase-right (CSIG), independently from which state the order comes.

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Provided the customer is a consumer, necessary regulations of the state, in which the customer has his usual residence, however remain untouched.

Provided the customer is entrepreneur, merchant or special-fortune under public law, for all disputes with the customer exclusive jurisdiction from the contract-relationship with the customer is LADIVA Musikverlag & Records GmbH's respective business-seat.

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Individual changes and/or supplements of the regulations of these AGB must be in written form. Alterations to these AGB may be communicated with the customer in text-form, i.e. written, fax or e-mail.

If the customer doesn't disagree with these alterations within one month after access of the communication, the alterations are regarded as accepted.

The contradiction-right and the legal consequences of the silence are still pointed out separately to the customer in the case of the alteration of this AGB.

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However, the AGB of e-Bay are valid for the acquisition of the places for the participation at the video-clip shooting via e-Bay auctions.

If a regulation of this contract should be or become ineffective, the validity of the contract is not touched. A regulation should be valid instead of the ineffective regulation, which comes as close as possible to what the parties wanted under consideration of economic points of view. Corresponding is valid for gaps in regulations.

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