

# **General Terms and Conditions for the Organization of an My Country Talks-Event**

## **My Country Talks**

My Country Talks is an international platform, launched by ZEIT ONLINE in 2018, that aims to connect people with opposing views. The core of the project is a Software that enables Organisations to organize or partner in "My Country Talks" Events. With the help of a matching algorithm, the Software provides each participant with a discussion partner who thinks as differently as possible on a number of issues and introduces them for a one-on-one discussion.

By signing up to the My Country Talks software you agree to the following General Terms and Conditions ("GTC").

### **1. Applicability of the General Terms and Conditions**

The following General Terms and Conditions ("GTC") apply to all agreements between the Good Conversations gGmbH and Organisations ("Partner" or "Partners") that apply and register for a "My Country Talks" Event ("Event" or "MCT Event"). Regulations deviating from these terms and conditions, especially terms and conditions of customers, will not be accepted unless the Good Conversations gGmbH explicitly agrees in writing.

### **2. Conclusion of Contract**

Any Partner can apply to organize an Event on the "My Country Talks" website [www.mycountrytalks.com](http://www.mycountrytalks.com). This application represents an offer to conclude a cooperation agreement with

Good Conversations gGmbH  
Speersort 1  
20095 Hamburg

A contract is only concluded if and when the Good Conversations gGmbH expressly accepts the application and confirms the Partner's registration.

After the completion of the registration the Good Conversations gGmbH provides the Partner with access to the "My Country Talks" Software ("Software") and allows the Partner to host the Event and subsequent Events as part of the "My Country Talks" Series in accordance to the provisions of these GTC. The Partner has the option to invite other Organisations (Co-Organizers) to co-host the Event and to create the Event. Co-Organizers have to complete the software registration process before they can partner in the Event.

Any application may be rejected without giving reasons. Any existing contract can be terminated according to the provisions of these GTC.

### **3. Code of Ethics**

By applying for organizing or partnering in an Event the Partner confirms to comply with the Code of Ethics defined under this clause at all times. Furthermore, all event participants must be eighteen years of age or older.

**a) General conduct - Anti-discrimination**

Each Partner commits to uphold anti-discrimination, non-violent and non-offensive conduct in all aspects of the Event. The Partner will make sure that he and/or his participants will under no circumstances discriminate persons based on sex, age, race, ethnicity, nationality, disability, mental illness or ability, sexual orientation, gender, gender identity/expression, sex characteristics, religion or individual political opinions and that any other targeted, specific and harmful actions or communication that is carried out to make any participant feel threatened, on individual grounds or on the basis of a social or personal characteristics, will not be tolerated.

Questions and any Event content (such as marketing materials, press reports and other) should not violate any of the terms of general conduct.

**b) Who we work with**

Regardless of the owner of the event, all Partners must meet the following criteria to be approved by the MCT team. The following Organisations can be considered as a Partner of a MCT-Event:

- Independent media organisations, excluding publications or other media groups which are created specifically for the purpose of promotion of one or more corporations, without an independent editorial body.
- Non-profit organisations who are interested in reaching an audience or community that is independent from and not exclusively affiliated with the organisation. For instance restriction access exclusively to employees, party members, or members.
- Other organisations that work with public interest, including ministries, local governments, or other municipal organisations, so long as their audience and goal are independent from their constituents, and not trying to promote any specific political aim

We can reject any application without giving any reason. An existing contractual relationship can be terminated at any time for good cause. Good cause shall include, among other things, a violation of the Code of Ethics or can be based on the following grounds:

- Evidence of non-independence or control by third party interest
- Restriction or exclusion of participants on the grounds of organisation membership, party affiliation and/or employment
- Evidence of any form of discrimination based on sex, gender, age, race, class or other social characteristics, incendiary or offensive behaviour, or inciting violence

**c) Data use**

In order to ensure the trust of the participants in the Event and the My Country Talks Series as a whole, each Partner commits himself to not use the data of the participants for any other purpose than for the handling and organization of the Event and the advertising of the event as well as for any subsequent reporting. The Partner commits in particular not to pass on the data to third or advertising partners.

The Partner commits to comply with the applicable data protection regulations, such as/ especially the GDPR and to use any data collected only for project-relevant purposes. These are defined as: organizing of the Event, editorial reporting, screening participants, and all project-related marketing activities. The Partner commits to not share participant data with third parties, such as social media platforms, unless the Partners have the prior explicit consent of the participants.

If it is planned that the Partner and the Co-Organizers report on the Event, the reporting by the Partner or his Co-Organizers is the responsibility of themselves. Insofar as additional contact is made with participants or additional data processing is carried out for reporting purposes the Partner and his Co-Organizers will ensure that any data protection regulations are adhered to.

#### **4. Hosting an Event / Obligations of the Partner**

The Partner is responsible for organising the Event according to the requirements and standards of the My Country Talks Event Series lined out in the Code of Ethics.

For creating an Event it is necessary to specify and include various yes/no questions on current topics. In total, the questions should not exceed the number 10. The Partner must define the date of the Event and has to upload an adequate Privacy Policy, the Good Conversations gGmbH will provide an example of a Privacy Policy. This can help the Partner to find out how the Software works and what data is collected for what purposes. However, the Good Conversations gGmbH does not guarantee the legal validity of this Privacy Policy. It is merely an example for further orientation of the Partner. The Partner's obligations to include an effective and sufficient Privacy Policy remain unaffected. The Partner is responsible to ensure comprehensive data protection for the data collected.

After completing the creation of an Event, the Partner and any Co-Organizers need to embed the sign-up widget of the Software into their Website to invite participants to the Event.

Each Event consists of the following four phases. Each Partner has to complete all of the phases. Participants should be given adequate time to complete each phase of the event with full information which maximises the opportunity to participate.

- a. In the first phase ("Registration Process") the Partner enables his users to register for the Event via the "My Country Talks" Software. As part of the Registration Process, the participants will answer the previously defined yes/no questions and provide personal information required for the organization of the event. The Registration Process must be open for a minimum of two weeks, four weeks are recommended.
- b. After completion of the Registration Process, the so-called "Matching" of the participants takes place. Using its own algorithm, the Software puts together discussion pairs who answered the yes/no-questions as differently as possible and informs the participants about their match via email. Each participant is asked to confirm their match before the next step is initiated. Participants must have at least 48 hours to confirm their match.

- c. If both participants in a match agree to the meeting, they can then discuss their opinions in a personal conversation on the day of the Event.
- d. This will be followed by the "Feedback Phase", in which the participants will be asked for their feedback on the Event.

## **5. Functionality of the Software and data collected**

Through the sign-up widget of the Software, participants can answer the included yes/no-questions about their views on current issues and are also asked to provide personal information such as name, gender, age, postcode, e-mail address and mobile number.

These data are collected for the following purposes: The answers to the yes/no questions serve to form pairs of discussion with the most contrasting views possible. Based on age, the Software checks that participants are at least 18 years old. The postcode is used during the Matching Process to ensure that the possible conversation partners live closeby, in case the Partner chooses to match participants within a certain geographic radius. The e-mail address is used in the preparation of and during the Event to communicate with the participants and to enable the matched participants to start their conversation. The mobile phone number is recorded in order to send a registration code by SMS to participants during registration.

In the Software's questionnaire, participants are also asked to briefly introduce themselves using questions such as "What do you do for a living?" or "How do you spend your free time? The answers to the various questions are later sent to the potential conversation partners by e-mail.

The Software analyses the collected data and forms pairs of participants, so-called and hereinafter referred to as "Matches". The Software then sends an e-mail to the possible conversation partners assigned as Matches, informing them of their Match and the time of a possible conversation. Whether a conversation takes place and how it takes place is the sole responsibility of the participants. The participants will be informed about this fact in the e-mail which informs them about the Match.

After the end of the Event, the Feedback Phase of three months will take place. At the beginning of the Feedback Phase, all participants will be sent a feedback form via e-mail by the Software. The participants are asked to take a screenshot of themselves and their conversation partners and to send it in with the feedback form. With sending in a screenshot the participants agree that their screenshot will be published on the websites and social media channels of the Partner.

## **6. Obligations of the the Good Conversations gGmbH**

The Good Conversations gGmbH will support the Partner with the initiation of the Event.

The Good Conversations gGmbH will provide the Partner with a link and password to the Software so that he can access the data of his participants.

The Good Conversations gGmbH grants the Partner the non-exclusive, non-transferrable right to make the Software publicly accessible on his website via embedding for the duration of this contract to invite participants in the Event.

Although the parties assume that the answers to the questions in the Software do not constitute sensitive data within the meaning of Art. 9 GDPR, ZEIT ONLINE shall ask the participants for their explicit consent (by opt-in) in the processing of their data, in particular their answers to the yes/no questions within the framework of the project.

The Good Conversations gGmbH will process the data only on behalf of and in accordance with instructions of the Partner according to the Data Processing Agreement concluded with the Partner.

## **7. Data Use**

The Partner is the owner and the Controller of the collected data. With the completion of the registration the parties conclude a Data Processing Agreement ("DPA"). Within this DPA the Partner is referred to as the Controller and/or Principal of the data.

The collected data of the participants will be stored by the Good Conversations gGmbH in a database in Germany connected to the Software. The Partner can access the data via the Software's web interface. Through the web interface of the Software, any Partner can view the data of the participants who have registered for the Event via his website. The Partner does not see the data of the participants who have registered via the website of any Co-Organizers and vice-versa.

After the data has been evaluated by the Software and Matches have been formed, the Partner sees first and last names, postcode, the answers to the yes/no questions and the answers to the introduction questions of the Matches assigned to his participants. The Partner does not see the contact data of the participants of any Co-Organizers and vice-versa.

The Good Conversations gGmbH has access to the data of the participants of the Partner and his Co-Organizers solely for the purpose of technical support and to fulfil the obligations set forth in the DPA.

The Partner assigns ZEIT ONLINE to delete all participant data 9 months after the day of the Event when the conversations took place. Access to the data is then no longer possible for the Partner. The Partner of the Event has the option to export anonymized user data for the purpose of data visualizations and editorial reporting on the Event.

## **8. Marketing and Communications**

The Good Conversations gGmbH is assigned the task of statistically evaluating the collected participant data for the purpose of using it for marketing purposes for My Country Talks. This collected data may include total number of participants and Matches in an Event, distribution of the answers to the yes/no questions, as well as the average participant age, the gender distribution in an Event and the participant location.

The Good Conversations gGmbH is granted the right to use the Partner's company name and trademark for the promotion of the My Country Talks Series and for reporting, without limitation of time or territory.

The Partner receives the non-exclusive right to use the name and logo of My Country Talks to promote the Event and in the context of reporting on the Event as long as the contractual relationship between the parties exists.

## **9. Termination of contract**

The contract continues to exist independently of the organisation of an specific Event as long as it is not terminated. The Partner therefore has the opportunity to organize a subsequent event under the same contract.

If no active event of the Partner takes place, the parties can terminate the contract at any time.

During the duration of an event, the parties can terminate the contract at any time to the end of the event. The rights and obligations of the parties that extend beyond the term of the event (data protection, data access and storage, etc.) shall continue to exist until the data is deleted.

Each party has the right to extraordinary termination for good cause. This applies regardless of the duration of an Event. Good cause is also deemed to be a justified suspicion of a violation of the Code of Ethics.

Any transferred rights of use regarding the software automatically revert to the Good Conversations gGmbH after the termination of the contract without an explicit recall of rights.

## **10. Final provisions**

The invalidity of any provision of this contract shall not affect the validity of the remainder of the contract. The invalid provision shall be replaced by a correspondingly valid provision which comes as close as possible to the intended economic provision.

The Good Conversations gGmbH reserves the right to make changes to the general terms and conditions.

Amendments and supplements to this contract must be made in textform in order to be effective. This shall also apply to a waiver of the form requirement.

This contract is subject to German law, place of jurisdiction is Hamburg.