

Art Senses

Mentorship Programme
2025/2026 Edition

Rules of Entry

The following terms and conditions ("**Rules of Entry**") are a legal agreement between each participant (each a "**Participant**") of the Art Senses Mentorship Programme (the "**Programme**" or "**Art Senses**") and Therme Art GmbH, Unter den Linden 40, 10117 Berlin, Germany ("**Therme Art**") and its parent company, Therme Group RHTG AG, Wienerbergstraße 51, 1120 Vienna, Austria ("**Therme Group**").

1. Free Discretion and Selection

Therme Art, the jury appointed by Therme Art (the "**Jury**") and each mentor appointed by Therme Art (each a "**Mentor**") retain absolute discretion regarding all decisions made in relation to the Programme, including selection of Shortlisted Artists and Artist of the Year (each a "**Selected Artist**") in accordance with the Application Guidelines.

Participants have no right to appeal any decisions made by Therme Art, the Jury or the Mentors.

Therme Art, the Jury and the Mentors are not required to select any Shortlisted Artists or Artist of the Year if the quality of the applications is not deemed to meet the relevant qualitative criteria. Similarly, the Jury reserves the right to grant a "Special Mention" to any finalist at its sole discretion.

2. Participants' Obligations

Participants shall maintain a respectful and professional demeanor at all times throughout their participation in the Programme. Failure to comply with this requirement may result in being excluded from the Programme.

The Shortlisted Artists and Artist of the Year agree that they shall not make any press announcement, press release or any other communication concerning the Programme without Therme Art's prior written consent.

The Shortlisted Artists and Artist of the Year agree to make themselves available to Therme Art for the subsequent promotion of the prizes, including the self-recorded studio tours and the contribution of content to the Art Senses platform, in addition to anything else that Therme Art or Therme Group decide to promote with respect to the artists or Art Senses. Furthermore, Therme Art and Therme Group on the one hand, the Shortlisted Artists and Artist of the Year on the other hand, commit to always refer to each other in professional and favourable terms, in any

press announcement, press release or any other communication. When referring to the artwork(s) and creation(s) submitted by the Participant in relation to the Programme (“**Work**” or “**Works**”), Therme Art will recognize the authorship in accordance with applicable copyright laws. Therme Art shall be free to communicate about the Shortlisted Artists and Artist of the Year, and to credit them in any communication and/or promotional material and tools, in accordance with Section 4 and Annex 1 of these Rules of Entry. For communication purposes, Therme Art shall be authorised to use the name, biography and likeness of the Shortlisted Artists and Artist of the Year in any media whatsoever, in accordance with Section 4 and Annex 1 of these Rules of Entry. Further, the Shortlisted Artists and Artist of the Year agree to participate in communications and promotional activities related to the Programme.

Shortlisted Artists and the Artist of the Year shall be required to provide certain information to comply with applicable laws and regulations (including in relation to anti-money laundering). They acknowledge that receipt of the financial awards shall be subject to applicable laws, including in relation to taxation, use of funds and compliance with applicable laws.

3. Intellectual Property Rights

Each Participant hereby grants to Therme Art a non-exclusive, worldwide, royalty-free, and sublicensable right to use the submitted Work for the purposes of the selection process, including, without limitation, the rights to reproduce, display, communicate and make available the Work to the public, in whole or in part, in any media now known or hereafter developed, to the extent necessary for the conduct, promotion, and documentation of the selection process.

Further, the Participant hereby grants, upon its announcement (if any) as Shortlisted Artist and/or Artist of the Year, to Therme Art and its affiliates an exclusive, worldwide, royalty-free, licence to use, reproduce, display, distribute, modify, publish, perform, transmit, broadcast, exhibit, make available and communicate to the public, translate and subtitle in any language and otherwise exploit all Intellectual Property Rights in and to the Work, in any media now known or hereafter developed, including but not limited to print, digital, online, social media, audiovisual, exhibition, and promotional materials, in the case of a Shortlisted Artist for a period of three (3) years and in the case of the Artist of the Year for a period of five (5) years from the date of such announcement. Therme Art shall be entitled to sublicense, assign, or otherwise

transfer any or all of the rights granted under this Section to third parties, including partners, service providers, or media platforms, without the need for further consent from the Participant. Therme Art and its affiliates reserve the right not to use the Works in whole or in part. During the term of the foregoing licence periods, Therme Art authorizes the Shortlisted Artist and/or Artist of the Year to use the Works solely on their personal website and personal social network pages for professional reference purposes, and only after first disclosure of the Works to Therme Art. Any other use of the Works shall be subject to Therme Art's prior written authorization.

Upon expiry of the foregoing licence periods, all rights licensed to Therme Art hereunder shall automatically revert to the Participant, provided that Therme Art shall retain a non-exclusive, perpetual right to use the Work for archival, promotional, educational, and reference purposes in connection with the Programme and its related activities, including in particular for internal company presentations, for internal communications, for external corporate information, for cultural, training, teaching, or information purposes, for internal and external retrospectives, internal and external exhibitions and books, including corresponding promotional materials.

Each Participant hereby irrevocably grants, upon its announcement (if any) as Shortlisted Artist and/or Artist of the Year, to Therme Art an exclusive right of first refusal (the **"ROFR"**) to develop, produce, adapt, or otherwise exploit the Work, including in Therme Group facilities worldwide. The ROFR shall remain in full force and effect, in the case of a Shortlisted Artist for a period of three (3) years and in the case of the Artist of the Year for a period of five (5) years from the date of such announcement. Notwithstanding the grant of the ROFR and subject to the licenses granted herein, the Selected Artist shall retain all right, title, and interest in and to the Work. Should Therme Art elect to exercise its ROFR and proceed with the development of the Work, the Selected Artist shall have the right to be actively and meaningfully involved in such development process, subject to terms and conditions to be mutually agreed in writing between the parties. The Selected Artist shall be entitled to receive additional remuneration in consideration of such involvement, the nature and amount of which shall likewise be agreed upon in writing. Therme Art may assign, license, or otherwise transfer the ROFR and any related rights granted under this Section to any affiliate, parent, or subsidiary company within the Therme Group, without the necessity of obtaining further consent from the Selected Artist. During the applicable ROFR period, the Selected Artist shall not negotiate, enter into, or otherwise pursue any agreement or arrangement with any third party in respect of the

development, production, or exploitation of the Work without the prior written consent of Therme Art, which consent may be granted or withheld in Therme Art's sole discretion. Furthermore, in the event that a Selected Artist sells the material ownership of a Work during the applicable ROFR period, Therme Art shall benefit from a pre-emptive right, namely that the Work shall be first proposed to Therme Art for sale.

The Participant declares that the submitted Work is original and has not won any previous awards, and that it does not violate or infringe trademarks, copyrights, design or model, or any other industrial and/or intellectual property rights (the “**Intellectual Property Rights**” or “**IPR**”), or any third party rights, including personality, image, patronym rights and/or rights over the voices.

The Participant further declares and guarantees that the Work and information entered in the competition fully meets the stipulations of current legislation, including without limitation on the rights to honour, personal and family privacy and reputation, protection of personal data, as well as industrial and intellectual property.

The Participant also declares that it has not licensed, assigned or transferred the ownership to the Intellectual Property Rights, nor the material title/property of the Work entered in the competition, in whole or in part to any third party in the past and that it will refrain from doing so until the end of the applicable license period set forth above.

The Participant will notify Therme Art of any changes in the information about the Work presented.

Each Participant will indemnify, defend and hold Therme Art and its affiliates harmless from and against any loss/expense (including reasonable attorneys' fees) that arises from any third-party claim relating to the use of the submitted Work or any breach of this Agreement. The Participant will not consent to the entry of a judgment or settle a claim without Therme Art's prior written consent, which may not be unreasonably withheld. The Participant will use counsel reasonably satisfactory to Therme Art to defend each claim. If Therme Art reasonably determines that a claim might adversely affect Therme Art or Therme Group, Therme Art or Therme Group may take control of the defense at their own expense (but without limiting Participant's indemnification obligations).

Any statement by any Participant about another Participant, Shortlisted Artist, Artist of the Year, Art Senses, Therme Art

or Therme Group are prohibited to the extent they could be considered detrimental to the image and/or reputation of the person or entity referred to in such statement.

The Participant acknowledges that, in taking part in the Programme (and in the related mentorship, programming and communication as regards the Selected Artists), it acquires no Intellectual Property Rights whatsoever on any sign or creation belonging to Therme Art or its affiliates, including but not limited to the trademarks, designs, copyrights, and that any use of the said signs or creations can give rise to civil and criminal proceedings.

4. Protection of Personal Data

Therme Art and the Participants acknowledge that one of the purposes of the Programme and the participation in the Programme is to enable Therme Art to process and use the Participant's personal data, i.e. Participant Data as defined in our privacy notice attached hereto as **Annex 1**, as well as the Work and associated Participant Data in accordance with the license granted under these Rules of Entry for marketing and promotional purposes. For this contractual purpose, it is necessary for Therme Art to disclose and communicate certain Participant Data to the public and to use the Work and the associated Participant Data in accordance with and within the scope of the license granted under this agreement, i.e. to process and use the personal data of the Participant in accordance with Art. 6 (1) lit. b) of the EU General Data Protection Regulation 2016/679 ("**GDPR**"). For this purpose, Therme Art may also instruct Therme Group to use and process Participant Data and associated personal data on its behalf. The Participant notes and acknowledges the privacy notice attached hereto as **Annex 1**, which provides additional details regarding Therme Art's processing of personal data of the Participant and its respective statutory rights under the GDPR.

5. Miscellaneous

By submitting a Work to the Art Senses Mentorship Programme, the Participant fully and unconditionally accepts these Rules of Entry, which include Annex 1 and the Application Guidelines, each as amended from time to time without notice. Any changes to these Rules of Entry, Annex 1 and the Application Guidelines will be published on the Art Senses webpage and will be applicable and valid upon publication. If there is a conflict between these Rules of Entry and the Application Guidelines, these Rules of Entry will govern. If there is a conflict between Annex 1, the Rules of Entry and the Application Guidelines, Annex 1 will govern.

Violations of these Rules of Entry may be grounds for disqualifying the Participant, in which case his or her Work will be withdrawn from the competition.

These Rules of Entry shall be governed by and construed in accordance with German Law. Any proceeding and/or legal action arising out of, or in connection with these Rules of Entry or the Programme shall be submitted to the exclusive jurisdiction of the Courts of Berlin, Germany.

Annex 1 – Privacy Notice

This privacy notice provides data subjects („**you**“) with mandatory information on how Therme Art GmbH, Unter den Linden 40, 10117 Berlin („**we**“ or „**us**“ or „**Therme Art**“) processes your personal data in the context of the Art Senses Mentorship programme, a program conceived by us to provide budget to eligible artists, mentorship, visibility, technical resources and support as well as the possibility to permanently realize projects developed through Art Senses in Therme Group (Therme Group RHTG AG, Wienerbergstraße 51, 4.OG, A-1120 Vienna) facilities worldwide (the „**Project**“), which is governed by the Rules of Entry and the Application Guidelines (the „**Agreement**“).

Responsible for the processing of your personal data pursuant to Art. 4 No. 7 EU General Data Protection Regulation 2016/679 („**GDPR**“) and your direct person of contact for questions and complaints with regard to data privacy is Therme Art. Our contact details can be as follows:

Postal address: WSI-GbR, Fabian Weber, Knieselweg 8, 71665 Vaihingen an der Enz, Germany

Email address: datenschutzbeauftragter.de.art@thermegroup.com.

What Personal Data Do We Collect and Process?

In the context of your participation and application for the Project, we will collect and process „**Participant Data**“. For the purpose of this privacy notice and the Agreement, Participant Data include the following personal data related to you:

- Full name, address, email address, phone number (if provided)
- Age, educational background
- Biographical data (e.g. information provided in your CV, list of exhibitions, projects, scholarships/residencies)
- Information provided in your Letter of Interest
- Images and videos showing your likeness, your voice
- Information on your portfolio and the visuals provided
- Information and data on your Work
- Description of your proposed project and the development plan, and your initial production outline during the Mentorship

- Any other information you wish to provide to us in the context of the Project and with your application for your participation in the Project

The above Participant Data will be collected and processed through your submission of your application for participation in the Project at our Art Senses online portal, which is available at www.artsenses.art.

For what Purpose(s) will we Process your Personal Data?

We will process Participant Data solely for the purpose of entering into, managing, performing and communicating the Project and the Agreement (Art. 6(1) lit. b) GDPR). This includes the contractually agreed purpose of marketing and promoting the Project. We may also be obliged to disclose your personal data to third parties (including authorities and courts) in order to comply with our legal obligations (Art. 6(1) lit. c) GDPR).

The collection and processing of the Participant Data is necessary for the performance of the Agreement between you and us. However, there is no legal or contractual obligation to provide this data to us, but if you decide not to provide the Participant Data, you will not be able to participate in the application for the Project.

For the aforementioned purposes, in particular marketing and promoting the Project and for the performance of the Agreement, we or Therme Group in accordance with our instructions, will publish and disseminate Participant Data via online and offline media, in particular on the Art Senses online platform, our website, and in online and offline press releases and other promotional materials, as well as in the facilities of the Therme Group.

Publishing and disseminating your Participant Data may include, but is not limited to, publishing your name, the Work, images and videos showing your likeness, your voice, biographical data, information about your portfolio, and whether you are a Shortlisted Artist or Artist of the Year on our website, the Art Senses online platform, social media platforms, press releases, internal communications, external corporate communications and internal and external exhibitions, books and other promotional materials. The published information and data may be accessible worldwide and permanently and even if we delete the information and data from the relevant websites or online platforms, it may be still accessible somewhere on the internet, as third parties may have made copies of this information and data.

With whom do we Share your Personal Data?

To the extent required to achieve the purposes set out in this privacy notice, we may share your Participant Data with our affiliated entities, the Jury, Mentor and our service providers supporting us with achieving the above purposes. These affiliate entities and service providers process the data solely on our instructions and not for their own purposes.

Our affiliate entities and service providers include:

- Therme Group RHTG AG, Wienerbergstraße 51, 4.OG, A-1120 Vienna
- Therme Media Group SRL, Cîsnădie City, Sibiu County, Romania, Selimbarului Street, no. 22
- Mona Productions, Weinmeistrasse 6, 10178, Berlin

Furthermore, we may share Participant Data with public authorities, courts, and owners of intellectual property rights in accordance with Art. 6 (1) lit c) GDPR, provided that we are legally obliged to do so. This may in particular be the case where we are informed that the Work, information or data provided by you infringe third parties' intellectual property rights or personal data, or where we receive a formal request of a court or public authority.

Moreover, Participant Data may be shared in accordance with Art. 6 (1) lit. f) GDPR with third parties who are interested in acquiring our assets or company in the course transactions and mergers and acquisitions.

How long will we Process and Retain your Personal Data?

We will delete your personal data as soon as we do not require it for the above purposes anymore. Please note that we will keep images and videos showing your likeness, recordings of your voice, visuals provided by you, visuals of your work, information on your portfolio and your biographical data in our archives and usually do not delete it from websites or online platforms. We will, however, delete any information in case of a justified claim for erasure (see next paragraph). In this case we cannot guarantee the entire deletion from the internet, but we will advise the providers we have used when publishing your personal data to take down your personal data.

Do we Use Automated Decision Making?

We do not use automated decision making in order to make any decisions that could affect or have an impact on you.

What Data Subject Rights do you have?

You can request information about the data stored about your person in accordance with Art. 15 GDPR at the above address. Further, you can request the correction or the erasure of your data in accordance with Art. 16 GDPR and Art. 17 GDPR, respectively. Further, you may request the restriction of processing your data in accordance with Art. 18 GDPR and the delivery of the data to you in a structured, common and machine-readable format in accordance with Art. 20 GDPR.

In case the processing of your data is based on your consent, you have a right to withdraw this consent at any time with effect to the future without giving reasons at the above address. Withdrawal of your consent only has effect from the date of withdrawal and does not affect the validity of the processing of your personal data based on your consent in the past.

You also have the right to object to the processing of your personal data for direct marketing purposes without presenting a reason in accordance with Art. 21 para. 2 GDPR. If we process your personal data on the basis of legitimate interests, you can object to this processing due to reasons which result from your particular situation in accordance with Art. 21 para. 1 GDPR. In such case, we will not process your data anymore, unless we can provide urgent protectable reasons for the processing prevailing your interests, rights or freedoms or where the processing serves the assertion, exercise or defense of legal claims.

You are also free to exercise your right to appeal to a supervisory authority. This may be, for instance, the competent supervisory authority for your place of residence.

Contact

To learn more, please visit:
artsenses.art

For questions, please contact:
artsenses@thermegroup.com