Terms and Conditions

The Campaign

The "Women, Peace and the OSCE" photo contest is an initiative of the Permanent Mission of the Slovak Republic to the OSCE. In these Terms and Conditions (sometimes referred to as "Rules"), "Organizer" shall mean the Permanent Mission of the Slovak Republic to the OSCE, as applicable.

Entry requirements

To enter the contest, entrants must upload a photo including the hashtag #WomenPeaceOSCE within the description to Instagram, or send it via email to address wps@mzv.sk (Note: the maximum size of a photo sent via email is 8MB). There are no limitations with regard to the number of entries per individual and/or social network account. Each entrant is entitled, if selected, to only one prize during the contest. In the event of a dispute regarding the identity of an entrant's/winner's online entry, the entry will be presumed to have been made by the authorized holder of the e-mail/social media account at the time the entry was made. All entries must be uploaded/received within the time period of the campaign to be eligible to win a prize.

Entrants must be at least 18 years old and nationals of one of the <u>57 participating States of the OSCE</u> to participate in this contest. In the event that the entry features third parties, the entrants must also obtain in advance where applicable the consent of such third parties, and that of their parents/guardians. It is the responsibility of entrants to comply with applicable terms and conditions of use of external service providers, in particular e-mail service providers and social media accounts. No entries or registrations will be accepted by any other means.

All submissions must be original unpublished works created by the individual entering each submission, and must not contain any third party material(s) unless permission to use such material(s) has been expressly granted by the relevant third party. Submissions must not contain, as determined by the OSCE in its sole discretion, any content that:

- promotes alcohol, illegal drugs, tobacco, illegal firearms/weapons (or the use of any of the foregoing);
- promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- is sexually explicit or suggestive; gratuitously violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- appears to duplicate any other submitted entries;
- defames, misrepresents or is disparaging about other people/companies/ organizations;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission;
- contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission; or
- is prohibited under any applicable laws.

The Organizer may disqualify any entry from publication and participation in the contest if it determines that the entry fails to conform to these rules in any way, including containing unacceptable content, or is otherwise inconsistent with the contest's purpose, as solely

determined by the Organizer. The Organizer is under no obligation to disclose why an entry has been disqualified.

Eligibility

The campaign is open during the stated period to all individuals fulfilling the entry requirements. Employees of the Organizer may submit entries, however they shall not be considered for receipt of a prize.

Ownership/Use of entries

All submissions shall be entered and distributed under the Creative Commons license (https://creativecommons.org/licenses/by-nc-sa/3.0/legalcode), which allows adaptations to be shared as long as others share alike and for non-commercial uses only. The entrants therefore grant the Organizer a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to exercise the following rights in the entry submission: a) to reproduce and share the entry submission, in whole or in part, for non-commercial purposes only; and b) to produce, reproduce, and share adapted entry submission for non-commercial purposes only. Proper credit shall be given by the Organizer to owners of the entry submission while exercising the rights under the license.

Winner selection

Winning entries will be selected by a panel comprising representatives of the Organizer and representatives of the OSCE Secretariat.

Selection will be based on the following criteria:

- Visual appeal.
- Creativity and uniqueness of idea.
- Memorability, storytelling and inspirational power.
- Link to the work of the OSCE within the sphere of Women, Peace and Security.
- Gender and geographical balance among winners.
- Photographic technique, composition, color, lighting, exposure and focus.

Winners will be notified via Instagram direct message, or via e-mail to the address given when submitting the contribution. If a winner does not respond to such notification within five (5) working days, such winner will be disqualified and the Organizer reserves the right to select an alternate winner from the remaining eligible entries received. Winners will be required to provide information to confirm alignment to eligibility requirements. Winners will have ten (10) days to provide all such information. If the winner does not meet the stated eligibility requirements, such winner will be disqualified and the Organizer reserves the right to select an alternate winner from the remaining eligible entries received. The failure to comply with the foregoing requirements, or the return of any prize or prize notification as undeliverable may cause the winner to forfeit their prize and an alternate winner may be selected.

Decisions concerning selection of winners are final and not appealable. The Organizer reserves the right to award fewer or no prizes in any contest if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries for that contest.

Prizes

The Organizer intends to award no less than four prizes at the end of the contest period, one of which will be the 'grand prize'. Prizes may not be substituted, transferred or assigned except at the Organizer's sole discretion. A prize includes only what is specified in the prize description.

Contest period

Beginning on 4 April 2019 through 15 May 2019, 11:59 pm (UTC+01:00).

Indemnification by entrant/winner

By entering a submission, an entrant/winner agrees to release and hold the Organizer, its officials, experts and contractors exempt from any and all liability for any injuries, loss or damage of any kind to the entrant/winner, including but not limited to personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from participation in this contest, any breach of these rules, or in any prize-related activity including the acceptance, possession, use or misuse of any prize. The entrant/winner agrees to fully indemnify the Organizer from any and all claims by third parties relating to the use of his/her entry submission by the Organizer, without limitation. All taxes on prizes, including income taxes, special delivery instructions, and any incidental expenses associated with collection of prizes are the responsibility of the entrant/winner.

Limitation of liability

The Organizer assumes no responsibility or liability for services provided by third party service providers, including but not limited to e-mail service provider/Instagram. The Organizer shall not be responsible for 1) the content of entry submissions; 2) violation of the entrant's copyright by third parties; 3) loss of entries; or 4) for any computer, online, telephone, hardware, software or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Organizer is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with, or utilized in the contest or by any technical or human error that may occur in the administration of the contest.

The Organizer may prohibit an entrant from participating in the contest or winning the prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or representatives of the Organizer. If for any reason this contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of the Organizer which corrupt or affect the administration, security, fairness, integrity or proper conduct of the contest, then the Organizer reserves its right at its sole discretion to cancel, terminate, modify or suspend the contest.

The contest is in no way sponsored, endorsed or administered by, or associated with Instagram, or any other Social Media Site utilized by the contest.

Publicity/Release

By entering into the contest and/or accepting a prize, the Organizer will seek consent from the entrants/winners to use his/her name, username/online alias, address (city and state), photograph, voice and/or other likeness, prize information, and/or entry submitted in all media

now known or hereafter discovered (including, without limitation, on the Organizer's websites and social media/networks channels).

Privileges and immunities

Nothing in or relating to these rules shall be deemed a waiver, expressed or implied, of any of the privileges and immunities enjoyed by the Organizer.

Additional terms

By entering the contest through Instagram as specified in the entry requirements or by entry via email, entrants/winners agree to abide by these rules and by the decisions of the Organizer, whose decisions are final. Failure to comply with these rules may result in disqualification from the contest. The Organizer reserves the right to permanently disqualify from the contest any person it believes has intentionally violated these rules. The Organizer reserves the right to cancel, modify, or suspend the contest without notice and without any compensation to any entrant.