

“100 Photos for 100 Years” CONTEST TERMS AND CONDITIONS

§ 1. Terminology

1. The terminology used in the following Terms and Conditions means:

- a) Contest – the contest titled **“100 Photos for 100 Years”** that is based on the following Terms and Conditions.
- b) Organizers – the Organizers of the Contest are the Public Affairs Section of the U.S. Embassy in Warsaw (Aleje Ujazdowskie 29/31, 00-540 Warsaw, Poland) and the Embassy of the Republic of Poland in Washington, D.C. (2640 16th Street NW, Washington, D.C. 20009).
- c) U.S. Embassy in Warsaw – the Embassy of the United States of America in Warsaw located at Aleje Ujazdowskie 29/31, 00-540 Warsaw, Poland.
- d) Polish Embassy in Washington, D.C. – the Embassy of the Republic of Poland in Washington, D.C. located at 2640 16th Street NW, Washington, D.C. 20009.
- f) Contest Websites – the websites of the U.S. Embassy in Warsaw <https://pl.usembassy.gov/pl/> and the Polish Embassy in Washington, D.C. https://waszyngton.msz.gov.pl/en/waszyngton_us_a_en_root.
- g) Entrant – a real person who is at least 16 years old at the time of entering the Contest, has full legal responsibility, and has an address of residence and mailing address in the Republic of Poland or the United States of America.
- h) Contest Entry – an original photo presenting the meaning of Polish-American relations for the Entrant and what in the Entrant’s opinion represents them best, on the 100th anniversary of Polish-American diplomatic relations.
- i) Contest Jury – jury consisting of 10 representatives of the U.S. Embassy in Warsaw and the Polish Embassy in Washington, D.C. appointed to choose the 100 most creative photos.
- j) Winners – 20 Entrants of the Contest, who are the authors of the most creative photos and who meet all the terms of the Contest.
- k) Prizes – the prizes in the Contest are: first place – iPad Pro + surprise awards; second place – iPad Touch + surprise awards; third place – Beats Pill+ speakers + surprise awards; fourth to twentieth place – surprise awards.

§ 2. General Terms and Conditions

1. The Organizers of the Contest **“100 Photos for 100 Years”** are: the U.S. Embassy in Warsaw and the Polish Embassy in Washington, D.C.
2. The Contest is announced and organized on the websites of the U.S. Embassy in Warsaw and the Polish Embassy in Washington, D.C.
3. The Contest is held in the Republic of Poland and in the United States of America.
4. These Terms and Conditions specify the rules of participation in the Contest as well as the rights and responsibilities of the Organizers and Contest Entrants, and are binding on Organizers and Entrants. Contest Terms and Conditions are specified solely by this document. All other published promotional materials are solely informative.
5. The Contest is not subject to approval in the manner specified in the act of 19 November 2009 on gambling (Dz. U. z 2009 r. Nr 201, poz. 1540 including later changes). The Organizer specifies that the Contest is not a random game, a raffle, a mutual bet, or a promotional lottery whose outcome results from chance, or any other form specified in the act of 19 November 2009 on gambling.

§ 3. Participation in the Contest

1. Entrants participate in the Contest of their own free will. Contest participation is free of charge.

2. Participation in the Contest requires an active personal account on www.Twitter.com or www.Instagram.com.
3. The Contest is open to real people at least 16 years old on the day of entering the Contest, who have full legal responsibility, and who have an address of residence and mailing address in the Republic of Poland or the United States of America.
4. Participants are limited to a single entry, which they can post either on Twitter or Instagram.
5. Organizers' employees, representatives or co-workers, persons helping in organizing the Contest, or close family members of the before-named people (such as children, parents, grandparents, siblings, dependents, direct relations to the second degree) or co-habitants, are not allowed to participate in the Contest.

§ 4. Contest Rules

1. The Contest lasts from January 30, 2019 to February 15, 2019.
2. The Contest Entry consists in:
 - a) taking an original photo presenting the meaning of Polish-American relations for the Entrant and what in the Entrant's opinion represents them best, on the 100th anniversary of Polish-American diplomatic relations.
 - b) posting the Contest Entry on Twitter or Instagram as a public post along with a short description (maximum 280 characters) along with two hashtags: #100LatPLiUSA and #PLUS100Together.
3. The Entrant may withdraw from the Contest at any time by sending a private message with the relevant information to the U.S. Embassy in Warsaw through <https://www.facebook.com/USEmbassyWarsaw> or to the Polish Embassy in Washington, D.C. by emailing washington.press@msz.gov.pl. This does not apply to winning Entrants who have claimed their Prize.
4. After posting the Contest Entry on Twitter or Instagram the Entrant cannot change or modify the Entry.
5. In the case of justified suspicion of breach of the Contest Terms and Conditions, the law, or the terms of use of Twitter or Instagram, the Organizers reserve the right to exclude the Entrant from participation in the Contest.
6. Posting a Contest Entry on the Entrant's account on Twitter or Instagram with a description and the corresponding hashtags is equivalent to entering the Contest and accepting the Contest Terms and Conditions.
7. Organizers may contact the Entrant through Twitter or Instagram to clarify any uncertainties regarding the Entrant's participation in the Contest. The Organizers may request specific information exclusively pertaining to participation in the Contest, including requesting the submission of a statement with a specific form and content or the presentation of the source materials used in preparing the Entry. The Organizers reserve the right to disqualify Contest Entries at any stage of the Contest whose content breaks with law or proper conduct, in particular if the material is offensive, vulgar, indecent, insulting to religious, cultural or national feelings, violates applicable legal and moral standards, promotes violence, alcohol or drugs, or violates another individual's personal well-being or proprietary rights or that of third parties related to them.
8. Entrants should save their Contest Entry as a file with a minimum resolution of 300dpi in case they need to share it with the Organizers.

§ 5. Winners

1. Contest Entries will be assessed by a 10-person Contest Jury consisting of diplomats from the U.S. Embassy in Warsaw and the Polish Embassy in Washington, D.C.

2. The Contest Jury will choose the 100 most interesting and most creative Entries among all the Contest Entries. The authors of these Entries will be announced as the Winners of the Contest. The 100 winning Entries will be published on the Contest Websites. The Contest Jury reserves the right not to justify its choices. 20 chosen Entries will be published/shared on the Organizers' social media.
3. The Winners will be announced on the Organizers' Websites and social media on March 14, 2019.
4. The content of Contest Entries, especially the winning Contest Entries, may be published on the Contest Websites and on the Organizers' official websites, including after the conclusion of the Contest, in accordance with the license specified in §5, paragraph 6.
5. Each Entrant who submits a Contest Entry declares that they are the sole author of the Contest Entry and possess full proprietary and personal rights to the Contest Entry, as well as that the Contest Entry does not violate the personal or proprietary rights of a third party.
6. Upon entering the Contest the Entrant grants the Organizers unpaid and unrestricted license for a period of 24 months to use the submitted Contest Entry, as well as the right to execute this license, such as for the Organizers to use the material of the Contest Entry and to share these rights with third parties in the following areas:
 - a) preserving and copying the Contest Entry – producing copies of the Contest Entry in a specific manner, including using typographic, reprographic, magnetic recording and digital techniques.
 - b) distributing the original Entry or copies based on the Contest Entry – marketing, lending, or rental of the original Entry or of copies.
 - c) circulating the Contest Entry in a way other than the ones specified in point b. – public rendition, exhibition, screening, and sharing of the Contest Entry in a manner that anyone may access it at any time and place, including on the Internet.
7. In the event that third parties submit any claims against the Organizers based on any rights to the content of the Entry submitted by the Entrant as a Contest Entry, or for the infringement of the personal rights of third parties, the Entrant is obligated to take all possible factual and legal actions to defend the Organizers against such claims, in particular taking the place of the Organizers in proceedings on this account, or if this is not possible, to join the side of the Organizers during proceedings against the Organizers. The Entrant is obligated to repair any damage related to the costs and expenses incurred by the Organizers resulting from the claims described in the previous sentence. In particular, the Entrant will be required to reimburse the Organizers for all costs and expenses incurred by the Organizers resulting from legal judgments or agreements concluded by the Organizers, imposed penalties, or the costs of defending the Organizers (including the cost of legal help).

§ 6. Prizes

1. Prizes in the Contest are:
 - a) main prize for first place – iPad Pro + surprise awards
 - b) for second place – iPad Touch + surprise awards
 - c) for third place – Beats Pill+ speakers + surprise awards
 - d) for fourth through twentieth place – surprise awards
2. In order to enable PLL LOT S.A. to deliver the Prizes, each Winner must send a message via email to EmbassyWarsawFacebook@state.gov within 5 days of the announcement of the Contest results on the Contest Website, providing the following information:
 - a) First and last name, phone number, email address, date of birth, address of residence and mailing address where the Prize should be delivered (if different than residential address).
3. In the event that the Contest Entry was submitted by a person other than the owner of the Twitter or Instagram account, the Prize goes to the person whose personal data was submitted

to the U.S. Embassy in Warsaw in accordance with §6, paragraph 2, letter a. of the Terms and Conditions. The Organizers do not bear responsibility for the use of accounts by persons other than the account owner.

4. Prizes cannot be exchanged for money or any other benefit, including a monetary equivalent. The Entrant cannot transfer the rights to the Prizes to a third party.
5. Prizes cannot be returned or exchanged for a monetary equivalent.
6. If the Entrant does not retrieve the sent Prizes, the Entrant loses the right to the Prizes, and the Prizes are left to the exclusive disposal of the Organizers.
7. In the event of the Entrant's failure to complete the responsibilities specified in paragraph 2 of this section, the Entrant loses the right to the Prizes, and the Prizes are left to the exclusive disposal of the Organizers.

§ 7. Protection of Personal Information

1. The U.S. Embassy in Warsaw and the Polish Embassy in Washington, D.C. are the administrators of the personal information of Entrants and Winners of the Contest (first and last name, phone number, email address, physical address).
2. Entrants and Winners freely submit their personal information; however, submission of this information is necessary to participate in the Contest, to deliver Prizes, or to process any possible complaints.
3. Entrants and Winners have a right to access the personal information they provided to the Organizers, to correct this information, or to request the removal of this information.

§ 8. Complaints

1. Complaints regarding the Contest may be submitted by Entrants within 14 days from the conclusion date of the Contest. They should be filed in writing and mailed to the address of the U.S. Embassy in Warsaw or the Polish Embassy in Washington, D.C. provided in §1.
2. The observance of the deadline provided in paragraph 1 is indicated by the date postmarked on the mail. Complaints with a later date will not be considered.
3. Complaints should include the personal information (first and last name, mailing address) of the person filing the complaint, indicate the reason for complaint, and declare the claim.
4. Properly submitted complaints will be processed within 14 days of their acquisition. The person filing the complaint will be informed about the decision via mail sent to the address provided in the complaint.
5. Complaints are processed by the U.S. Embassy in Warsaw and the Polish Embassy in Washington, D.C. based on these Terms and Conditions.

§ 9. Limited Liability

1. The Organizers do not bear responsibility for:
 - a) the content of Entries.
 - b) the inability to contact the Entrant due to falsely or wrongly submitted information or the lack of submitted information.
 - c) the inability to deliver the Prizes because the Entrant submitted wrong personal information, refused to claim the Prizes at the address provided by the Entrant, or did not claim the Prizes at the provided address.
 - d) Internet or website problems.
 - e) technical problems related to the operation of Internet service providers, in particular the interruption, suspension, or distortion of Internet connection that may affect the fulfillment of the conditions of participation in the Contest, including the loss or destruction of the Contest Entry.

- f) the way in which Entrants use the virtual space, including effects and damages caused by the publication and influence of Contest Entries.
2. In the event of the situation described in points b. and c. above, the Entrant loses the right to the Prizes, and the Prizes are left to the exclusive disposal of the Organizers.
 3. The Organizers do not take responsibility for and are not a party to disputes between Entrants and websites regarding the use of website profiles.

§ 10. Final Provisions

1. These Terms and Conditions are in effect from the time they are published on the Contest Websites (in Contest posts).
2. Entrants may receive all information concerning the Contest by contacting the Organizers via the Contest Websites. Inquiries will be answered within 3 working days.
3. These Terms and Conditions are available on the Contest Websites.
4. In any cases not regulated by these Terms and Conditions, the Civil Code and generally-binding law apply.