

CREATIVE CITIES COMPETITION

TERMS AND CONDITIONS

§ 1. GENERAL TERMS AND CONDITIONS

- 1.1. The British Council with its registered office in Warsaw, Al. Jerozolimskie 59, operating pursuant to the Intergovernmental Convention between the Government of the Republic of Poland and the Government of the United Kingdom of Great Britain and Northern Ireland in the areas of culture, education and science, signed in London on the 7th November 1978, NIP number 526-228-77-55 (“the British Council”) is announcing a creative competition “Creative Cities” (the “Competition”).
- 1.2. The Competition starts on 15 February 2008 and ends on 13 March 2008. The winners of the Competition will be announced on 14 March 2008.
- 1.3. The Competition will be held in the Czech Republic, Denmark, Estonia, Finland, Hungary, Latvia, Lithuania, Norway, Poland, Russia, Slovakia, Slovenia, Sweden, Ukraine and the United Kingdom (“Eligible Countries”).

§ 2. PARTICIPATION IN THE COMPETITION

- 2.1. Only national citizens of the Eligible Countries may take part in the Competition.
- 2.2. Participants must hold full legal capacity.
- 2.3. Participants should register on <http://creativecompetition.britishcouncil.org>. By registering, participants confirm their eligibility to participate in the Competition.

§ 3. THE TASK

- 3.1. In order to take part in the Competition, participants have to produce a photo or a short video that showcases creativity in a particular city in any of the Eligible Countries.
- 3.2. The photos should be in JPEG format and their size must not exceed 3 MB. The photos should be uploaded via the photo registration form at <http://creativecompetition.britishcouncil.org>. The filenames of submitted photos should include the full name of the participant.
- 3.3. The videos should be in MPEG, WMV, AVI or MOV format and their size must not exceed 100 MB. The recommended settings are MPEG-2, resolution 720x576, 3 min maximum length. The videos should be uploaded via the video registration form at <http://creativecompetition.britishcouncil.org>. The filenames of submitted videos should include the full name of the participant.
- 3.4. Prizes
- 3.5. The British Council will make the photos and videos submitted by the participants to the Competition available at <http://creativecompetition.britishcouncil.org> and the public will be allowed to vote for the entries electronically. The voting will stop at 00:00 CET on 14 March 2008.

- 3.6. The British Council will award the prize of 1,000 EUR to the participant whose photo gets the highest number of votes.
- 3.7. The British Council will award the prize of 2,000 EUR to the participant whose video gets the highest number of votes.
- 3.8. The British Council will award a Creative Zen Vision 30 GB Widescreen Multimedia Player (ASIN: B000IHBZHC; Item model number: 70PF201000009) as the prize for the participant whose picture is found by the British Council to best showcase creativity in a particular city in any of the Eligible Countries.
- 3.9. The British Council will award a Creative Zen Vision W 60 GB Widescreen Multimedia Player (ASIN: B000IF4TPY; Item model number: 70PF201100003) as the prize for the participant whose video is found by the British Council to best showcase creativity in a particular city in any of the Eligible Countries.
- 3.10. Prizes shall be paid by the British Council net of any taxes or levies applicable in Poland. The winners shall be obliged to pay any taxes or levies applicable in their country of residence.

§ 4. RESTRICTIONS

- 4.1. Participants are forbidden to submit to the Competition, and the British Council will not accept, photos or videos that contain pornography, sexually explicit content, illegal acts and violence which are intended to shock or disgust, or which may otherwise be found to be contrary to the law or to public morals.
- 4.2. Participants are in particular forbidden to submit to the Competition photos or videos they have not taken themselves or they do not own full copyright and related rights to, or that otherwise infringe third party rights.
- 4.3. The British Council shall remove from all websites that are under the control of the British Council photos and videos found to violate these terms and conditions, particularly the above subsection 4.2, as soon as possible after obtaining reliable notice of such a violation. Any other liability of the British Council shall be expressly excluded.

§ 5. WARRANTY AND INDEMNITY

- 5.1. By submitting photos and videos to the Competition in the manner specified above, participants declare that:
 - a) they hold valid and unencumbered copyright in the photos and videos, as well as other rights applicable to the photos and videos;
 - b) the rights are not limited or encumbered by third party rights, whether statutory or contractual, and it has not been disposed of by participants;
 - c) submission of the photos and videos to the Competition does not infringe any third party rights.
- 5.2. In the event that the above representations or warranties are untrue or incomplete in any respect Participants shall compensate the British Council for any damages incurred in relation to any

third party claims, court proceedings or out-of-court proceeding, including legal fees incurred by the British Council a result of such breach.

§ 6. LICENSE

- 6.1. By submitting photos and videos to the Competition in the manner specified above, participants grant the British Council a worldwide, royalty-free license, and perpetual (for the duration of the applicable copyright or other exclusive right) license to:
- a) use the photos and videos;
 - b) reproduce them (including the following means of reproduction: printing, reprography, magnetic recording and digital recording);
 - c) distribute them (including the offering of this material on the market or the lending of this material for use without remuneration or leasing); and
 - d) display and perform (including by public performance, playing, screening, performing playback, broadcasting and retransmitting, as well as making the photos and videos publicly available so that anyone may access them in a place and time chosen by them).
- 6.2. Participants also allow the British Council to prepare, use, reproduce, distribute, display and perform derivative works of the photos and videos.
- 6.3. The British Council may sub-license the photos and videos as well as transfer the license to a third party without the prior consent of any of the participants.
- 6.4. The British Council shall respect the moral rights of the participants by indicating their authorship whenever the photos or videos are communicated to the public, in a way customary for the given type of media. Any other obligations of the British Council are expressly excluded.
- 6.5. For the avoidance of doubt, the British Council may use any photos or videos submitted to the Competition in a manner consistent with the above license. The British Council is not obliged to publish or distribute in any other form any photos or videos.

§ 7. PERSONAL DATA

- 7.1. The controller of the personal data processed in relation to the Competition is the British Council.
- 7.2. The data shall be processed for the purpose of running the Competition. The first and second names of the winners, the country and the city which they live in will be published on the British Council's web pages and in general media. Any other personal data of the participants will not be published or made available to third parties, unless they make it available themselves or unless it is required by law.
- 7.3. The participants have the right of access to and the right to rectify the data concerning them. The submission of data to the British Council is not mandatory, but is necessary in order to participate in the Competition and to allow the British Council to properly hold the Competition.

- 7.4. The British Council may refuse to award the prize to winners who submit incomplete or inaccurate data.

§ 8. CLAIMS

- 8.1. Participants who wish to complain about the results of the Competition may file a complaint to the British Council within 7 days after the winners are announced. The complaint shall be reviewed within 14 days. After the review, the British Council shall announce the final results of the Competition and inform the complaining participant at the address indicated in the complaint.
- 8.2. The British Council is not obliged to deliver prizes to the winners who do not collect them for reasons not attributable to the British Council.
- 8.3. The winner is obliged to examine the prize when it is collected. In case of any defects, the winner should immediately notify the British Council. However, if a manufacturer's warranty is attached to the prize, any liability of the British Council is expressly excluded and any claims should be directed to the manufacturer on the basis of the said warranty.

§ 9. FINAL CLAUSES

- 9.1. These Terms and Conditions become valid upon their publication at the website of the British Council at: <http://creativecompetition.britishcouncil.org>.
- 9.2. Subject to mandatory provisions of law, these Terms and Conditions and the Competition shall be governed by Polish law.
- 9.3. Subject to mandatory provisions of law, any disputes related to these Terms and Conditions and to the Competition shall be submitted to a Polish court at the seat of the British Council.