



Dada 100 Art competition

Rules and Guidelines

Tokyo, 08.07.2016

1. **Eligibility:** This competition is open only to those who agree to the terms and conditions and who are 18 years or older as of the date of entry. The competition is only open to legal residents of Japan. Employees of the Embassy of Switzerland, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Competition.
2. **Competition Period:** Entries will be accepted online starting on from June 29 2016 and ending on August 26 2016. All online entries must be received by August 26 2016.
3. **Winner Selection and Notification:** Winner will be selected by the most popular image/video under the supervision of the Embassy of Switzerland in Japan. Winner will be notified by email of within five (5) days following selection of Winner. The Embassy of Switzerland shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within [30 days] from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Competition is conditioned upon compliance with any and all federal, state, and local laws and regulations. Any violation of these official rules by winner (at the Embassy of Switzerland's sole discretion) will result in winner's disqualification as winner of the competition, and all privileges as winner will be immediately terminated.
4. **Rights Granted by You:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that the Embassy of Switzerland , anyone acting on behalf of the Embassy of Switzerland , and the Embassy of Switzerland 's collaborators for the Dada 100 anniversary, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Competition, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this contest, you warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, you will be disqualified at the sole discretion of the Embassy of Switzerland. If the content of your entry is claimed to constitute infringement

of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless the Embassy of Switzerland from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which [the Embassy of Switzerland may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

5. Terms & Conditions: the Embassy of Switzerland reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the competition should virus, bug, non-authorized human intervention, fraud, or other cause beyond the Embassy of Switzerland 's control corrupt or affect the administration, security, fairness, or proper conduct of the Competition. In such case, the Embassy of Switzerland may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the Embassy of Switzerland. The Embassy of Switzerland reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the competition or website or violates these Terms & Conditions. the Embassy of Switzerland has the right, in its sole discretion, to maintain the integrity of the Competition, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by competition rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Competition may be a violation of criminal and civil laws. Should such attempt be made, the Embassy of Switzerland reserves the right to seek damages to the fullest extent permitted by law.
6. Limitation of Liability: By entering, You agree to release and hold harmless the Embassy of Switzerland and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Competition and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.
7. Disputes: this competition is governed by the laws of Japan.
8. The competition hosted by the Embassy of Switzerland is in no way sponsored, endorsed, administered by, or associated with Facebook.
9. By sending an artwork the contestant, has affirmatively reviewed, accepted, and agreed to all of the Official Rules.