

# **TERMS & CONDITIONS FULL OFFICIAL RULES Luca Memorial Photo Contest 2022 Worldwide edition**

**Last updated: 15 Feb 2022 Rev. 0.0.1.a**

The Contest hosted by Luca Memorial (the "**Host**") is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram, Twitter, Google, LinkedIn or Pinterest. NO PURCHASE OF LUCA MEMORIAL PRODUCTS OR SERVICES IS NECESSARY TO ENTER OR WIN. A PURCHASE OF LUCA MEMORIAL PRODUCTS OR SERVICES DOES NOT INCREASE THE CHANCES OF WINNING.

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## 1. Validity of these rules:

These rules are applicable to the Luca Memorial Photo Contest 2022 Worldwide edition (the “**Contest**”): standard rounds every 4 months and yearly final round 2022. Rules can be reviewed and changed without limitations before any round start as well as before the final round start.

The below rules prevail above any discrepancy with any other guideline or explanation reported elsewhere in <https://submit.lucamemorial.org>, <https://lucamemorial.org>, Facebook/Instagram post and ads, or any other web or social network managed by **Host**. Any other source of information not directly managed by Host, including Facebook shares, must be considered null by all participants.

Any possible discrepancy, ambiguity or misunderstanding in these rules can only be resolved by the **Host**, who will update these rules accordingly to correct and extend them accordingly to the needs to avoid such issues in future.

## 2. Eligibility:

The Luca Memorial Photo Contest Worldwide edition (the “**Contest**”) is open only to those who sign up at <https://submit.lucamemorial.org> and who are 21 years of age or older as of the date of entry. Where minimum legal age is higher, participant must comply with local laws minimum age requirements. The **Contest** is void where prohibited by law. Employees of **Host**, 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 **Contest**. The **Contest** is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

The **Contest** categories explicitly include and accept:

1. CANYONS: Icy, wet and dry canyons.
2. CAVES: Rock, ice/glacier, and underwater natural/coral caves or man-made abandoned underground structures and mines, as well as urban caving.

### **NON-REPEAT RULE FOR WINNERS:**

The **WINNER of a ROUND during the year (standard)** of a cash prize/award is ineligible to win again a round during the same year. HOWEVER:

- he/she can still present entries during the year and opt to access the FINAL ROUND, if his entries classify as finalists.

The **WINNER of a previous FINAL ROUND** (#1 PHOTO, #1 AMATEUR PHOTO) is ineligible to win again another final round in the following **TWO years**. HOWEVER, he can still present entries during the year and opt to win any STANDARD ROUND.

The **RANDOM WIN** must go to a participant that has not had any win yet during the last **TWO years**. Therefore, are ineligible to win previous cash/product winners: any ROUND winners and any previous RANDOM/RAFFLE winners. Are excluded from this rule product winners of products whose retail price is less than 75\$.

### 3. Agreement to Rules:

By participating, the **Participant** ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of **Host** as final and binding as it relates to the content of this **Contest**.

### 4. Contest Duration and Rounds:

The contest has an annual duration, all indicated times are Central European Time (CET).

#### • STANDARD ROUNDS

>Round January – April 2022:

*Starts at 00:00 1<sup>st</sup> January 2022.*

*End at 23:59 30 April 2022.*

>Round May – August 2022:

*Starts at 00:00 1<sup>st</sup> May 2022.*

*End at 23:59 31 August 2022.*

>Round September – December 2022:

*Starts at 00:00 1<sup>st</sup> September 2022.*

*End at 23:59 31 December 2022.*

● YEARLY FINAL ROUND (the '**FINALE**):

Start, details and Announcement date to be announced before 15<sup>st</sup> January 2023 by Luca Memorial web, newsletter and Facebook/Instagram post (@lucamemorial.contest).

Official time is CET Central European Time, unless stated otherwise.

● GOLDEN PASSES TO FINALE (the '**FINALE**):

**Host** might at its sole discretion award Photos of other contests organized or not by **Host** a "GOLDEN PASS" that would benefit the photo to directly participate in the annual FINAL ROUND of the **Contest**, if host considers it justified to do so.

Host might concede GOLDEN PASS as well as to photos that did not qualified as finalists, to replace disqualified photos or for any other justified reason.

**Host** will use this right with parsimony and attempting to minimize it to only if strictly necessary and never exceeding 15 GOLDEN PASSES/year (except when substituting disqualified finalist photos that might have generated an imbalance or vacancy).

## 5. Categories and Category requirements:

Entries will be accepted in TWO categories:

1. Caving (Photos)

2. Canyoning (Photos)

Photos submitted (**the Entries**) in the categories must have been taken while the below sports are being practiced, in any circumstance or situation, but not necessarily by the photographer:

- Caving: Rock, ice/glacier, and underwater natural/coral caves or man-made abandoned underground structures and mines, as well as urban caving.
- Canyoning: Icy, wet and dry canyons.

**Entries** must have been taken during the current year (2022). NOTE: Photos taken after 25th December 12:00am CET of previous year, are considered valid when submitted in the following year contest

- **MAXIMUM PER MONTH: 25 photos** can be submitted maximum per month, If more are submitted, Host can at its sole discretion criteria, accept all of them, make a selection, or fully disqualify the contestant.
- **MAXIMUM PER ROUND: 25 photos** per participant can be submitted to the contest during a round. If more are submitted, Host can at its sole discretion criteria, accept all of them, make a selection, or fully disqualify the contestant.

Host reserves the right to reject any submitted **Entries** that might not suit these subjective considerations, at the sole discretion of Host.

Rejection of specific **Entries** that Host considers to not fulfil the criteria for admission can take place at any time, even after initial acceptance and publication in the Gallery, up to 24h before the round established closure deadline.

The **Entries** will enter the contest at the date of submission, unless explicitly indicated by Host:  
*For example:*

*a photo is taken during an outing in January 2022  
that photo is submitted to the Contest in July 2022  
THEN the photo will compete in the May-August round of the Contest.*

▪ QUORUM requirements:

During any ROUND, a category will be declared void if the minimum quorum is not reached.

☐☐• Caving (Photos): **MINIMUM 120 photos, MINIMUM 30 participants**

☐☐• Canyoning (Photos): **MINIMUM 120 photos, MINIMUM 30 participants**

If minimum quorum is not reached in a given category, **Host** can at its sole discretion criteria REVOKE the contest in that category OR EXTEND the contest in that category till next round deadline, OR MAINTAIN the contest in that category. When a minimum quorum is REVOKED or EXTENDED, neither

PHOTO nor PHOTOGRAPHER winner will be chosen or awarded in that category during the current round.

▪ **QUALITY requirements:**

During any ROUND, a category can be declared void and the contest in that category will be revoked due to lack of quality WHEN no valid **Entries** complying with the category requirements have been selected as possible winner by more than 1/3 of the Jury members. In this case Host might, at its sole discretion, decide whether to declare the category deserted or not.

Host might also, at its sole discretion, declare a category deserted due to insufficient quality of submitted **Entries**, if Host finds justified reasons for it, and more that 50% of the Jury members approves the decision.

In the case a category is declared DESERTED, neither PHOTO nor PHOTOGRAPHER will be chosen or awarded in that category. Host will erase all submitted entries and stop using any submitted content in future.

▪ **ADDITIONS, CHANGES, EXCEPTIONS, DISQUALIFICATIONS:**

Host might, at its sole discretion add or change categories, add or change the accepted sports in a category, or accept as exception the participation of submitted **Entries** that do not strictly comply with the category requirements, if Host believes that doing this is justified for whatever reason by the circumstances.

Host will limit as much as possible the changes and additions during a standard round when already started, but Host has complete freedom to introduce changes in the rules at any time.

Host can at its sole discretion provide "GOLDEN PASSES" to any photo never submitted before to participate in the final round, for whatever reason, up to 24h before the starting date of the final round.

Host can at its sole discretion dismiss and invalidate any photo accepted to participate in a standard or final round, if Host believes that doing this is justified at its sole discretion (cheating, false or misleading information, rules objection, complaints, not worthiness, mistakes, etc.), up to 24h before the round established closure deadline.

Invalidated photos will be deleted from gallery and archive whenever possible, but they will not be erased from already published Instagram posts when doing so would require the deletion of the full post, or when the entry is embedded in an Instagram or Facebook post that would also require its full deletion.

## 6. How to participate

## 6.a. In the Luca Memorial Photo Contest Rounds and FINALE:

**Contest** is open to receive photos (the "**Entries**") submitted by photographers according to its category:

- Entries must have been made during an excursion while practicing the sports included in '5. Categories and Category requirements', by an active participant, a spectator, or a drone.
- The **Contest** must be entered by submitting an entry using the online form/s provided at <https://submit.lucamemorial.org> and indicated categories. The **Entries** must fulfil all **Contest** requirements, as specified, to be eligible to win a prize. **Entries** that are incomplete or do not adhere to the rules or specifications may be rejected at the sole discretion of **Host**. Entries entered in the wrong category by mistake or considered to be in the wrong category at Host discretion, might be relocated by Host.
- The **Entries** theme is open. Any type of photography is permitted: B & W, vertical / horizontal, selfie, group, technique, landscape, allegorical, etc. Preferably it is invited to immortalize the natural beauty of the host region, the sports' adventure, friendship, and shared joy: all principles and values that defined Luca Chiarabini.
- **Entries** must NOT have been digitally or otherwise notably modified to change the original impression. Only some adjustment in brightness, contrast and colour saturation are allowed. In dark environments, a postprocessing digital enhancement is allowed to eliminate noise, dust and other defects, if the overall appearance of the **Entries** is maintained.
- HDR is allowed. Multiple expositions **Entries** and panoramic photo with stitching and stacking are also accepted but only when taken consecutively at the same location.
- For each entry, You must fill up and comply with what is being requested in the entry form at <https://submit.lucamemorial.org>.
- You may not enter more times than indicated by using multiple email addresses, social networks accounts, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, Your whole submissions may be removed from eligibility at the sole discretion of **Host** as well as ban the participation of the person suspected of cheating for life, in past and future contests.
- **Entries** must be submitted according to the deadlines. **Host** reserves the right to extend these deadlines at its own criteria.
- Members of the Jury and those who actively organize this **Contest** cannot participate in the **Contest** as Photographers in the same round that is being judged. Judges can however participate as photographers in rounds that will not be judged by them. Photographers that do not have any of their photos competing in a round, can act as judges of that round.
- No responsibility can be accepted for entries not received for whatever reason.
- All persons appearing in photographs must be at least the age of majority as of the date of the photograph. If the subject of an image is a minor (under the age of 18), the creator must possess a written consent from parents or legal guardian of the minor according to local law.
- Images that have been previously published or submitted to other contests, may be submitted to this contest, but the participant is required to inform **Host** about it by the contact email indicated on <https://submit.lucamemorial.org> or [contest@lucamemorial.org](mailto:contest@lucamemorial.org)
- **Host** may disqualify any entry that contains references which are (or promote activities that are) obscene, crude, vulgar, or derogatory of any group, or references to illegal or inappropriate activity, behaviour or conduct, or any other references that could be considered inappropriate, unsuitable or offensive, as determined by **Host**, in its sole discretion.

- Each participating Photographer represents and warrants that: (A) it owns or has the necessary licenses, rights, consents and permissions: (1) to use all material and content submitted in its entry (the "**Content**"), and (2) to grant to **Host**, and hereby grants to the **Host**, the perpetual, worldwide, non-exclusive, royalty-free, sub-licensable and transferable right to use, reproduce, distribute and otherwise display the Content in any format; and (B) to its knowledge, the participant Photographer declares its Content does not violate any law or the privacy, publicity or intellectual property rights of any other person. The above license is irrevocable.
- Each participating Photographer represents and warrants that all information contained in its entry form is/are true and accurate. Each participating Photographer grants **Host** the right to use its name and any information in the registration and entry form, in the Gallery as well as written and oral statements for advertising and marketing purposes, without compensation, unless otherwise prohibited by law.
- Participating Photographers agree to be bound by these Official Rules and all decisions of the **Host**, whose decisions will be final and binding.

#### **6.b. In random draws and another raffles/contest organized by Luca Memorial, in parallel or as stand-alone:**

- The rules explicitly expressed for each random draw, raffle or parallel/stand-alone contest will be provided separately and independently.

## 7. Jury and Judging Process:

### • **STANDARD ROUND:**

A jury of minimum 3 person will be designated as Jury.

Jury members can be photographers, canyoneers, cavers or nature and photo enthusiasts, and they will evaluate the submitted photos according to a mix of their own personal criteria about beauty, technicality, creativity, impact, and innovation.

The selection of the Jury is made by **Host** at its sole discretion.

The #1 Entry in each category will be nominated #1 Photo Round Winner of the category.

The #1 Entry made by a NON-professional (AMATEUR) author in each category will be declared #1 Amateur Photo.

'Amateur' participants are defined accordingly to what is reported at any moment at

<https://lucamemorial.org/juryconcept#AMATEURS>. Classification is made according to the moment of presenting the picture to the contest. Unless revoked by **Host**, the classification is kept till year end.



**Host** reserves the right to reconfirm, check and modify the classification as NON-AMATEUR at any time, at its sole discretion. Host will specifically consider NON-AMATEURs

- any photographer found to have publicly offer his photos to be bought in the past, disregarding if an effective sell was made or not.
- Any photographer that is a photo professional (wedding photographer etc)
- Any photographer selling photo books (main focus on the photos, not in other contents like location, story...)

## • FINAL ROUND

The Jury will be composed by a minimum of 20% and a maximum of 30% from past edition winners or past rounds winning photographers not competing in the final round. The selection of the Jury is made complying the previous rule by **Host** at its sole discretion, however a random and rotary turn principle will be applied whenever possible.

Judging process will be same as in standard rounds. Photos will participate in FINAL ROUND competing altogether, indistinctly from category.

The winner photo will be nominated #1PHOTO OF THE YEAR.

## 8. Winner Selection and Notification:

Winners will be announced within maximum 20 days after the end of each deadline.

Once all winners are confirmed, Host will make the winner announcement on websites, newsletter and Facebook/Instagram account.

### 8.a. STANDARD ROUND

#### 8.a.1. Winning Photographer

Winner will be selected by Jury selection under the supervision of **Host**.

Judging process result:

- 1 Winning PHOTO per category
- 1 Winning AMATEUR PHOTO per photo category
- Ranking of Top 15 photos per category.

Winning Photographer will be notified within five (5) days following Winner selection. Host is entitled to request all necessary information to control authenticity of participant and the applied bonuses, if any.

**Host** shall have no liability for Winner's failure to receive or reply notices, nor to provide the needed information.

Winning photographer will be required the Photo in high resolution, Winning PHOTOGRAPHER biography and winning photo circumstances.

Winners are required to make a public post about their winning on their Facebook, Instagram, Twitter and other social networks prior to receive any payment. Host will propose image and text.

Once all verifications have been completed, Winner is confirmed as valid and **Host** will send an award notification per email and wait for instruction of the winner where to transfer the prize. If in 3 days after any notification was sent, the Winner fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected or declared deserted, at discretion of Host.

Host reserves the right to change the above-mentioned process, at its sole discretion and for whatever reason, if Host believes it is justified to do so.

***Any other parallel contest to the STANDARD ROUNDS (raffles, VOTING contests, etc) will be announced and rules set up and published separately.***

#### **8.b. YEARLY FINAL ROUND (FINALE)**

Top 15 photos in each category of STANDARD ROUNDS will enter the YEARLY FINAL ROUND. Host can extend or reduce this size at its sole discretion and for whatever reason, if Host believes it is justified to do so.

Host can grant "GOLDEN PASSES" to enter directly the final round to any photo not submitted, or submitted in other contests organized or not by Host during the current year, if Host believes it is justified to do so for whatever reason.

If any finalist photo is disqualified or renounces to participate in final round, Host can grant "GOLDEN PASSES" to enter directly the final round to any photo that scored #16, #17,... during any Round Judging process to occupy the competing place. The ranking sequential order will be strictly followed during the offering.

***Any other parallel contest to the FINALE (VOTING contest, BRAND AWRDS, etc) will be announced and rules set up and published separately.***

Winning #1 **Photo of the Year** will be selected by Jury selection under the supervision of Host among all finalists' photos, without distinction of category and round.

Winning PHOTO will be nominated #1 PHOTO OF THE YEAR.

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**WARNING:**

Receipt by Winners of the prize offered in this **Contest** is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT **HOST'S** SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE **CONTEST**, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**Host** may require the prize winner to execute an affidavit of eligibility, publicity release (except where prohibited), liability waiver and/or IRS Form W-9 (if required by IRS regulations) prior to the delivery of any prize (collectively, an "Affidavit").

**Host** 's decision as to those able to take part and selection of winners is final and irrevocable.

No correspondence relating to the **Contest** will be entered into.

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<b>9. Prizes:</b>
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**9.a. STANDARD ROUNDS**

For the Winning #1 PHOTO in each category: 500 USD per photographer. Winners will be required to make a public post about their winning on their Facebook & Instagram prior to receive the payment. Host will propose image and text.

For the Winning #1 AMATEUR PHOTO in each category: 300 USD per photographer. THIS PRIZE IS NOT ACCUMUATIVE: if the #1 PHOTO is made by an AMATEUR, it will be assigned to next ranked amateur photo as #2 AMATEUR. Winners will be required to make a public post about their winning on their Facebook & Instagram prior to receive the payment. Host will propose image and text.

## 9.b. YEARLY FINAL ROUND (FINALE)

For the Winning #1 PHOTOGRAPHER of the photo of the year: \$3000 USD. Winners are required to make a public post about their winning on their Facebook, Instagram, Twitter and other social networks prior to receive any payment. Host will propose image and text.

NOTE "Prizes are not accumulative": for any winner already receiving for any reason any sponsorship, prize or compensation during the year by Luca Memorial, the already received sponsorship, prize, or compensation will be deducted from the new prize, and only the additional part (if any) will be awarded to the winner. Prizes are not accumulative, if the same person wins more than one prize, only the maximum prize will be awarded.

**Host** is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.

**Host** can amend, modify or cancel any of the above prizes or any of the here described rules at any moment prior to the starting date of a Standard Round as well as the Final Round, for whatever reason and at its sole discretion. Once a Round has started the prize changes will not be effective on the ongoing round but will be effective on all rounds still pending to start.

The Winner(s) of the **Contest** (the "Winner") will receive the above-mentioned prizes. No prize substitution shall be permitted except at **Host** discretion. The prize is non-transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes (if any), shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for **Host** to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

## 10. Odds:

The odds of winning as a Photographer depend on the number of eligible entries received, the quality of the photo, and the discretionary taste of the Jury

The odds of winning as a Voter/Liker depend on the number of votes casted and the discretionary taste of the voter to pick the photo that will end up being awarded by the Jury, and the luck of being selected randomly among all other voters.

## 11. Rights Granted by You:

**NOTE:** *Our contest is an International Worldwide Contest, so we need to have our rights protected in front of a worldwide legal environment. Any non-professional photographer will have no issue in the below "rights granted by you". IF for any professional compromise you cannot accept the rules below for some of your photos, contact us at [legal@lucamemorial.org](mailto:legal@lucamemorial.org) BEFORE SUBMITTING YOUR PHOTOS. We will do our best to consider your special situation, and if we found it justified, we would eventually execute in your favour a limited partial release of the rights granted by you.*

**Host** acknowledges that **You** retain full ownership of the copyright in each Entry. By submitting Content (e.g., photo, video, text, etc.), You understand and agree that **Host**, anyone acting on behalf of **Host**, and **Host's** licensees, successors, and assigns, 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 **Contest**, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent. Non-winning entries may be used as above for a period not to exceed 3 years from the end of the annual **Contest**.

By entering this content, You represent and 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 Host. 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 Host from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Host may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

(see also "chapter 12. Further Privacy and Copyright")

## 12. Further Privacy and Copyright

**Host** acknowledges that **You** retain full ownership of the copyright in each Entry. All images submitted for consideration remain the sole property of the photographer. Entrants retain copyright over each of their images.

The winning images will be transferred free of charge to the **Host** in high resolution for use, as detailed below.

All images submitted in the **Contest** can be freely used by the **Host** for online or paper publications with a label indicating the author, according to what stated below. Entrants grant **Host** and its affiliates, subsidiaries and partners the sublicensable, non-exclusive, worldwide and perpetual right to use and exploit the submitted images without compensation in the context of sales, promotions, marketing, advertising, events and exhibitions of all kind. This includes the perpetual and worldwide use of the submitted images in any media, in particular any print-media (e.g. magazines, newspapers, books) and electronic/digital offline and online media (e.g. **Host** or associated websites and its affiliates, or social internet platforms and third-party networks and websites). Non-winning entries may be used as above for a period not to exceed 3 years from the end of the annual **Contest**. Credits will be given according to the customary practice in the media business. Whenever credit directly on photo will be aesthetically not viable or appropriate, credits in accompanying text will be used.

If photo is reproduced or used multiple time in the same unity (web site, social post, magazine, book) Host is explicitly authorized by photographer to credit only once his copyright. In particular circumstances Host can void totally the credit of the photo (banners, buttons, thumbnails, ...), as long as it is made visible or available a link to a unity where the photo is duly credited (article, web site, post, video, ...)

Each **Participant** is responsible for material submitted by him in the **Contest**.

The organizers of the **Contest** disclaim any responsibility towards competitors, third parties and any subject represented in photographs sent to the **Contest**.

Each competitor must be the sole author of the photographs, and images submitted must be original owned and not of a third party.

Authors who can demonstrate to have been transferred the rights and benefits of the photos from the original author (email, call, public post) will be valid. Both authors will be cited with the photo: active rights holder and original author.

### 13. Terms & Conditions:

**Host** shall have the right, at its sole discretion and at any time, to change or modify these terms and conditions, such change shall be effective immediately upon posting to the link

<https://lucamemorial.org/contest2022/rulesww2022/>

**Host** also reserves the right to cancel the **Contest** if circumstances arise outside of its control.

**Host** reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the **Contest** should virus, bug, non-authorized human intervention, fraud, or other cause beyond **Host's** control corrupt or affect the administration, security, fairness, or proper conduct of the **Contest**. In such case, **Host** may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by **Host**. **Host** 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 **Contest** or website or violates these Terms & Conditions. **Host** has the right, in its sole discretion, to maintain the integrity of the **Contest**, 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 those allowed by **Contest** 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 **Contest** may be a violation of criminal and civil laws. Should such attempt be made, **Host** reserves the right to seek damages to the fullest extent permitted by law.

The **Host** reserve the right to cancel, terminate, modify or suspend any part or all of the **Contest** if the **Contest** cannot operate as planned due to causes beyond the control of **Host** that corrupt or affect the administration, security, fairness, integrity or proper conduct of the **Contest**.

#### 14. Limitation of Liability:

By entering, You agree to release and hold harmless **Host** 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: (a) such entrant's participation in the **Contest** and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (b) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (c) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (d) unauthorized human intervention in any part of the entry process or the **Contest**; (e) electronic or human error in the administration of the **Contest** or the

processing of entries; (f) risky, hazardous or negligent behaviour of anyone taking the photo or assisting for it.

**Host** is not responsible for any printing errors in any materials made available to participants. **Host** shall not be responsible for lost, late, misidentified, misdirected or incomplete entries or telecommunication or computer hardware or software performance, errors, delays or failures. If, for any reason, the fairness or integrity of the **Contest** becomes compromised, or **Host's** administration or fulfilment of the **Contest** becomes impracticable, **Host** reserves the right to terminate or modify the **Contest**, and to disqualify any individual who tampers with the administration of the **Contest**.

## 15. Sales

In the event a physical media (e.g. book with semi-finalist images or digital edition thereof, as well as permanent or itinerant exhibition ) is produced by **Host**, all profits generated resulting from the sale of such media will remain within **Host**.

Being **Host** a non-profit entity, profits (if any) will be used exclusively for new **Contests**: prizes, promotion and advertising.

## 16. Disputes:

THIS **Contest** IS GOVERNED BY THE LAWS OF SWITZERLAND BEING LUGANO COURT THE ONLY COMPETENT, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this **Contest**, **Participant** agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this **Contest**, shall be resolved individually, without resort to any form of class action, exclusively before the Court in Lugano. Further, in any such dispute, under no circumstances shall **Participant** be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including indirect and attorney's fees, other than **Participant's** actual out-of-pocket expenses (i.e. costs associated with entering this **Contest**).

**Participant** further waives all rights to have damages multiplied, increased, punitive, incidental or consequential.

If disputes shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with said rules. The place of the arbitration shall be Geneva, Switzerland.

## 17. Privacy Policy:



Entrant acknowledges that his/her personal data submitted or entered will be registered in electronic form by methods of automated data processing by **Host** to process the data as described in the privacy policy.

Information submitted with an entry is subject to the Privacy Policy stated on the **Host** website. To read the Privacy Policy: <https://lucamemorial.org/privacy-policy/>

## 18. Winners List:

Official winners list will be published at <http://lucamemorial.org> and/or <http://submit.lucamemorial.org/> within 20 days after the deadline of the **Contest**.

To obtain the Winner's name or a copy of these Official Rules, mail Your request along with a stamped, self-addressed envelope to **Host**. Requests must be received no later than 45 days after the **Contest** deadline.

## 19. Host contact info:

The **Host** of the **Contest** is Associazione Luca Chiarabini Memorial, Via Nassa 15, 6900, Lugano.

If any term or provision set forth herein is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision set forth herein or invalidate or render unenforceable such term or provision in any other jurisdiction.

By clicking the [ENTER], [SUBMIT],[VOTE],[LIKE][CONTINUE] buttons or any similar or equivalent button, or by entering into the **Contest** by any other mean, will be deemed as acceptance of these terms and conditions. You, the "**Participant**" participating in this contest, have affirmatively reviewed, agreed and accepted, all above Official Rules.

The **Host** reserves the right to review and revise these Rules from time to time. You should therefore from time to time review the current Rules because they are binding on You. In case You object to the changes we may need to exclude Your respective submissions and entries from the Contest. **Participants** in already started contests might in some occasions be specifically notified of changes by **Host**, at Host discretion. You will be deemed to have accepted any such changes if we do not receive any objection in the two weeks subsequently to have sent the notification.