

## **1. DEFINITIONS**

1. Competition: The purpose of the “#MadridNeoyorkino” competition organised by FUNDACIÓN TELEFÓNICA (details of which are included in section 2 of this document) under the Terms and Conditions described herein.
2. Territorial scope: The territorial scope is international without any restrictions concerning the country of origin of entrants.
3. Winning photographs: All those photographs entered into said competition and selected as winners.
4. Timezone of reference: All times or dates referred to in these terms and conditions will be in relation to Greenwich Mean Time (GMT+1)

## **2. ORGANISER**

The organisation of said competition falls to FUNDACIÓN TELEFÓNICA, based in Madrid, Gran Vía, nº 28 and with the following tax ID no. G-82086810. FUNDACIÓN TELEFÓNICA is registered with the Special Foundations Register of the Ministry of Education and Culture with the number 359 (hereon in either FUNDACIÓN TELEFÓNICA or the “Organiser”).

## **3. PERIOD OF VALIDITY**

- 3.1. The competition will begin on June 04, 2018 at 00:00 GMT+1 and will end on June 24, 2018 at 00:00 GMT+1. Only those photographs uploaded to Instagram by registered users within the participation deadline will be considered valid entries.
- 3.2. The Organiser reserves the right to modify these Terms and Conditions and/or take the measures considered necessary and appropriate to resolve any conflicts or difficulties arising from the running of the Competition, insofar as they are justified, do not unduly prejudice the participants and are duly notified.
- 3.3. In particular, the Organiser reserves the right to prolong or suspend the Competition if considered justified due to possible difficulties that may arise.

## **4. PURPOSE OF THE COMPETITION**

- 4.1 The purpose of the Competition is for a panel of judges put together for the competition to choose the best photographs from among the entries. The judges' decisions are final.
- 4.2 The Competition is aimed at any Instagram user following @EspacioFTef with the only restrictions applicable described herein.

## **5. PRIZES**

The entrant that, according to these Terms and Conditions, is selected as the winner of the Competition, will have the right for their work to be exhibited at the Espacio Fundación Telefónica. Entrants hereby expressly accept that any subsequent verification of a breach of these Terms and Conditions on their part gives FUNDACIÓN TELEFÓNICA the right to disqualify the winner, with the resulting loss of status as such, and leading to FUNDACIÓN TELEFÓNICA removing their photographs, without implying any right to compensation.

## **6. CONDITIONS FOR ENTRANTS**

6.1 Entrants must be registered Instagram users. Furthermore, entrants must be followers of @EspacioFTef on Instagram.

6.2 Entrants who are underage in their respective jurisdiction must provide written permission from parents, guardians or legal representatives in order to participate in the competition - and if selected, accept the prize - addressed to contacto@fundaciontelefonica.com. If any conflict arises between the applicable legislation of the country the winner is resident of and these Terms and Conditions, the Organiser will do its utmost to reconcile both sets of regulations with its legal representatives, with the aim of allowing the winner to accept the prize.

6.3. Any persons taking part in the organisation of the Competition, or in the employ of the Organiser, or that of any company acting in collaboration with the Organiser, its subsidiaries, or any of the family, relatives, spouses or common law spouses of said employees are excluded from entering the Competition.

6.4 Entering the Competition is free of charge.

6.5 Any breach of the Competition's Terms and Conditions on behalf of entrants will automatically render the entry null and void. Likewise, any false statements, grounds to suspect a false identity or address has been provided and/or breach of third party intellectual property rights will lead to immediate disqualification of the entrant, and if necessary, the loss of winning status and removal of the photographs from the Espacio Fundación Telefónica.

6.6 Express acceptance of these terms and conditions is necessary to enter the Competition, and therefore to opt to win the prize.

6.7 The Competition will not accept entries with the following:

Photographs in breach of third party industrial or intellectual property rights.

Photographs which copy a image recognisably pertaining to third parties without their consent.

Blurred and/or unfocused images or with any other defects.

Photographs deemed by the Organiser to be in bad taste or offensive.

Photographs in breach of current legislation.

Photographs including sexual content, nudity, political or religious appeals or which are considered racist, discriminatory or which may cause offense to individuals or groups.

Photographs that impinge upon child or youth protection laws or individuals' rights to dignity and honor.

Photographs invading the privacy of third parties.

Photographs which depict, induce, encourage or incite criminal, violent or degrading behavior of any kind.

Photographs whose files contain computer viruses or any other type of computer code, file or program designed to interrupt, destroy, restrict or in any way effect the functioning of any software, hardware or telecommunications equipment.

The Organiser reserves the right to apply said restrictions at its own discretion and exclude any photograph from the Competition that it considers to be in violation.

## **7. HOW TO PARTICIPATE**

7.1. Any entry that does not comply with the system set forth for participation or with these Terms and Conditions will not be accepted.

7.2 Each registered user will be able to enter as many photographs as they wish on Instagram and tag them “**#MadridNeoyorkino**”: The photographs should comply with

the required format and technical characteristics in order for them to be exhibited at the Espacio Fundación Telefónica. Said characteristics are as follows:

## **8. SELECTING THE WINNERS**

8.1 Winning entries will be selected from all the photographs uploaded on Instagram and tagged within the established deadline. On conclusion of the Competition a panel of expert judges will select the 50 best photographs to be exhibited along with the photographer's name.

8.2 Furthermore, one single winner among the 50 finalists will be chosen. The winner's photographs will be displayed in Espacio Fundación Telefónica gallery at the cafeteria along with the rest of photographs by international artists that belong to this exhibition.

8.3 The panel of judges charged with selecting the winning entries will be appointed by the Organiser, aiming to include persons with a significant contribution to the arts, communication and new technologies.

8.4 The Judges will select, from all the entries, those photographs that best meet the Competition's criteria, bearing in mind quality, creativity and originality of the entered works.

8.5 The Judges' decision will be made on the week of the July 2, 2018, and from the moment of its announcement will be final.

8.6 The Organiser is authorised to resolve at its absolute discretion any circumstances not covered by these Terms and Conditions regarding the system for choosing the winning entries.

8.7 The Judges' decision announcing the winners will be published on the Espacio Fundación Telefónica website as well as on social media within 48 hours of the Judges' decision.

## **9. PRESENTATION OF PRIZES**

9.1 The Organiser shall contact the winners within a period of 48 hours following the announcement of the Judges' decision.

9.2 The winners must confirm their acceptance of the prize (the right to have their work exhibited at the Fundación Telefónica) within a period of 24 hours.

9.3 Entrants' identity may be checked, if necessary, by providing official identity documents of their corresponding countries.

9.4 If the winning entrant does not accept the prize within the stated deadline, acceptance is not provided for reasons beyond the control of the Organiser, the entrant is found in breach of the Terms and Conditions or the entrant refuses the prize, the Organiser reserves the right to declare the prize void or to select another entry as winner.

9.6 The prize is subject to these Terms and Conditions and cannot be substituted. If the winning entrant does not wish for their work to be exhibited at the Espacio Fundación Telefónica, no alternative prize will be offered. The prize is personal and non-transferable and only the entrant's name will appear.

## **10. INTELLECTUAL PROPERTY AND IMAGE RIGHTS**

10.1. Each entrant in the Competition guarantees that he/she is the owner of the intellectual and industrial property rights of the work submitted to the Competition. The Organiser shall not be held responsible for any breach of regulations or third party rights committed by entrants in the course of the Competition, and entrants assume their obligation to hold the Organiser, its subsidiaries, employees or any other legal entities or individuals involved in the Competition harmless of any liability.

10.2. If photographs display a recognisable likeness of persons, the Organiser reserves the right to request, and therefore the entrant provide, a letter signed by said persons authorising their likeness to be used, and proving their identity.

10.3. Entrants agree to assign rights of any work entered in the Competition to the Organiser, including rights to use, disseminate, exhibit, publicly broadcast, divulge or reproduce, including the right to transform to any media necessary for the publicity or promotional needs of the Organiser (always for non-profit making purposes). Said assignment is granted, non-exclusively, with no territorial restrictions and for an indefinite period of time as of the uploading of the photograph with the hashtags mentioned above, as the entrant is considered to be competing with this publication.

10.4. On acceptance of the prize, entrants automatically give their consent for the use of their image and name by the Organiser in publicity or promotion of FUNDACIÓN TELEFÓNICA's activities in any media, specifically in printed media, radio, television, mobile devices or the on Internet, always for non-profit making purposes as stated in the previous point.

## **11. EXCLUSION AND RESTRICTION OF LIABILITY**

11.1 The Organiser reserves the right to remove any entrants from the Competition who:

- do not comply with the conditions set forth in the Terms and Conditions
- in accordance with applicable legislation, are in breach of third party rights or any other civil, criminal or administrative legislation or of any other kind.
- have provided false, inexact, incomplete or obsolete information.

11.2 The Organiser declines any responsibility for the loss or delay in the reception of entries; for any interruption; temporary unavailability or downtime; transmission error; loss of information; fraud; network failure; software malfunction or access, communication or response error which may affect the Competition due to technical problems, or of any other nature, beyond its control or that are the responsibility of network operators or third party or intermediary service providers.

## **12. JURISDICTION**

For the resolution of any controversy, dispute or disagreement that may arise in the interpretation of these Terms and Conditions, both FUNDACIÓN TELEFÓNICA and Competition entrants expressly agree to submit to the jurisdiction and competence of the Courts of Madrid, expressly waiving any other jurisdiction which may correspond to them.

Submitting an entry to this Competition implies total and full acceptance of the Terms and Conditions set forth herein.

Spanish law shall apply to this Competition.