

## TERMS AND CONDITIONS

### AGP & VBAT Design Competition 2013

1. The Promoters of this design competition are

Stichting ProGay  
Korte Leidsedwardsstraat 12  
1017 RC Amsterdam  
The Netherlands

AND

VBAT BV  
Pilotenstraat 41a  
1059 CH Amsterdam  
The Netherlands

2. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this Competition is deemed acceptance of these Terms and Conditions.
3. The Competition starts at 12:00 on June 11 and ends at 11.59 on (July 14), 2013 (“Competition Period”).
4. The Competition is open to everybody aged 18 years or over as at June 11.
5. Entrants under 18 years of age must have a parent’s or guardian’s permission before providing personal information. Proof of identity and age must be furnished upon request.
6. To enter, Applicants must submit an AGP logo design (“Design” / “Designs”) during the Competition Period (“Application” / “Applications”). Completed Applications must be posted as JPG on [www.facebook.com/prideamsterdam](http://www.facebook.com/prideamsterdam) and will also be featured on [www.facebook.com/VBAT.REFRESHING](http://www.facebook.com/VBAT.REFRESHING).
7. The Design must be an original work created solely for this Competition and must not contain any material that infringes the rights of another person, including intellectual property or moral rights. The Design may be also be submitted via email to [info@progay.nl](mailto:info@progay.nl) as a .JPG file. Applications not completed in accordance with these conditions will not be eligible to win. Incomplete, untrue, indecipherable, or illegible Applications will be deemed invalid. No responsibility is accepted for late, lost or misdirected Applications.

8. Between July 15 and July 25, the Designs will be viewed by a panel of Judges consisting of representatives of the Promoters who will review the Applications and select the best AGP Designs by reference to the following criteria: Design, Creativity and Practicality (“Winners”). Prizes will be awarded as follows:

### **AGP Logo Design Award**

The three best will win a VIP Treatment during Amsterdam Gay Pride, consisting of 2 tickets to the VIP tribune of the Canal Parade on August 3 and 2 tickets to the VIP deck on Rembrandtsquare during the official closing party of the Amsterdam Gay Pride on August 4.

NOTE: The VIP Treatment does not include flights, accommodation, travel visas, travel insurance, spending money, medical expenses, telephone calls, transportation, and any other costs of a personal nature not stated. Any travel related to AGP is subject to fare rules and the General Conditions of Carriage of the relevant carrier. The Promoters makes no representation as to the safety, conditions or other issues that may exist at any destination.

1. Entrants agree to be bound by the decisions of the Promoters, which shall be final and binding in all matters relating to the Competition. No correspondence will be entered in to. This is a game of skill and chance plays no part in determining the Winners.
2. Winners will be announced on July 27 at the start of the Amsterdam Gay Pride. Winners will be notified via Facebook or email within 24 hours of selection and their names and Designs will be published on the Promoter’s Facebook page.
3. All Applications become the property of the Promoters. Applications will not be returned to Entrants and may be used by the Promoters in any media for an unlimited period for any reason including but not limited to future promotional, marketing or publicity purposes without further notice or remuneration. By submitting an Application, Entrants agree as follows:
  - to allow the Promoters, and its related bodies corporate, to exploit the Design (or concept behind such Design) and any images or works generated by the Entrant and included in the Application;

- to grant the Promoters, and its related bodies corporate, a perpetual and exclusive licence to use, modify, edit, adapt or otherwise exploit the Design (or concept behind such Design) and any images and any other work generated by the Entrant and included in the Application; and
  - Entrant is not entitled to any remuneration or royalty for any use of the Design by the Promoters or its related bodies corporate.
4. By entering this Competition, Entrants agree to indemnify the Promoters for any loss, damage or claim arising from an infringement of intellectual property rights by the Promoter's use of the Entrant's Design (or concept behind such Design) or any images or works included in the Application.
  5. In accepting a Prize, Winners agree to participate and co-operate as required by the Promoters in all editorial and promotional activities relating to the Competition, including but not limited to being interviewed and photographed and grant the Promoters a perpetual and non-exclusive license to use Winners name, likeness, image and/or voice (including footage and photographs) in all media worldwide, and Winners will not be entitled to any fee for such use.
  6. The Promoters reserve the right, at any time, to verify the validity of the Applications and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Entrant who submits an Application that is not in accordance with these Terms and Conditions or who tampers with the application process. Failure by the Promoters to enforce any of its rights at any stage does not constitute a waiver of those rights.
  7. As a condition of accepting a Prize, Winners must sign any legal documentation as and in the form required by the Promoters, including but not limited to a legal release and indemnity form.
  8. Prizes are not transferable or exchangeable. The Promoters, in its discretion, reserves the right to cancel, terminate, modify or postpone the Competition for any reason.
  9. The Promoters collect personal information in order to conduct the Competition and may, for this purpose disclose such information to third parties. Unless otherwise advised, the Promoters may also use the information for promotional, marketing and publicity purposes. The personal information of Applicants will be held and used in accordance with the Promoter's Privacy Policy.

10. Submitting an Application shall be deemed acceptance of the above terms and conditions.