

**Terms:**

1. The term "Contest" refers to the "Amerykański Dzień Niepodległości w Krakowie" Contest.
2. The "Contestant" is the user who submitted a short text of justification why they want to be invited to the Independence Party in Krakow.
3. A "submission" is any text submitted to the Contest not later than CET 23:59:59 June 16, 2013.
4. All Submissions must be in Polish.

**Eligibility:**

1. Contestant must be at least 18-years old on the date of the commencement of the Contest.
2. Contestant must be a citizen of Poland.
3. The Contest commences at 12:00:00 CET June 13, 2013 and ends at 23:59:59 CET June 16, 2013.
4. The following individuals are not eligible to enter the Contest: employees, directors and officers of the Contest Sponsors, the U.S. government, as well as contractors of the U.S. government; distribution, web design, advertising, fulfillment, judging and Contest agencies involved in the administration, development, fulfillment and execution of this Contest (collectively, "Contest Parties"), and the immediate family members (spouse, parent, child, sibling and spouse or "step" of each) and those living in the same households of each such individual.
5. No entry fee is necessary to participate or win in the Contest. The Contest is void where prohibited by law, regulation, statute or other appropriate authority.

**General Requirements:**

1. Contestant must submit by e-mail a short text justifying why they want to be invited to Independence Party.
2. The text must include no more than three sentences of justification in Polish.
3. Aside from the text of justification, an e-mail must include the contestant phone contact information
4. Contestant must send the submission to [KrakowAIRC@state.gov](mailto:KrakowAIRC@state.gov) by 23:59:59 CET June 16, 2013.

**Content Requirements:**

1. Submissions may contain content created by the Contestant and content in the public domain.
2. By sending a submission, the Contestant affirms that he or she has obtained the necessary rights, licenses, consents and permissions, including but not limited to rights to use original content not produced by the Contestant alone and written consent from all individuals whose content is used in the submission and that he or she is prepared to provide documentation to that effect upon request (or from parent/legal guardian if any such person(s) is considered a minor in their country of residence). Failure to obtain such rights and consents may result in the disqualification.
3. Submissions must not contain profanity, explicit sexual material, graphic violence, and appeals to violence or commercial promotion.

**Registration:**

1. The person named as the registered owner of the email submission will be considered the Contestant and will be the only person eligible to compete for the prizes. In order to be eligible to win a prize, you must provide accurate and complete information.

**Liabilities and Rights:**

1. U.S. Consulate General does not permit copyright infringing activities or infringement of any other intellectual property rights and reserves the right to remove any Submission in violation of another party's copyright or other intellectual property rights.
2. The Contestant assumes sole responsibility for the material contained in the Submission.

3. Contestants retain ownership of their Submissions. However, by submitting a Message to the Contest, Contestants grant Contest a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform Submissions in any media formats and through any media channels in perpetuity in connection with the Contest.

### **Judging**

1. All submissions will be judged by employees of U.S. Consulate General in Krakow who will choose the winners. U.S. Consulate General has sole discretion over the criteria for which the winning messages will be chosen.

### **Privacy:**

1. Winners of the Contest may be publicly identified by name. Beyond the identification of the winners. No personally identifiable information will be sold or distributed to any third party for any other purpose.

### **General Terms and Conditions:**

If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, U.S. Consulate General in Krakow reserves the right, at their sole and absolute discretion to cancel, modify or terminate the Contest. Further U.S. Consulate General in Krakow reserves the right, at any time and in their sole and absolute discretion, to disqualify and/or deem ineligible any individual they suspect (a) to have failed to agree to the Official Rules or to be violating the Official Rules; (c) to be violating the Facebook or Youtube Terms of Service, or (d) to be acting in a bad faith, unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. U.S. Consulate General in Krakow reserves the right, in their sole and absolute discretion, to disregard and/or deem such individual's entry in this Contest.

### **LIMITATIONS OF LIABILITY AND RELEASE:**

U.S. Consulate General in Krakow assumes no liability or responsibility for any loss or harm resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with participating in the Contest. U.S. Consulate General in Krakow assumes no responsibility or liability for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the Contest site in whole or in part for any reason; traffic congestion on the Internet or the Contest site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. U.S. Consulate General in Krakow is not responsible for any typographical errors in the announcement of prizes or these Official Rules. U.S. Consulate General in Krakow is not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the Contest site or the download of any information from the Contest site. By participating in the Contest, the Contestant releases U.S. Consulate General in Krakow from any and all claims, damages or liabilities arising from or relating to such Contestant's participation in the Contest. U.S. Consulate General Krakow is not liable in the

event that any portion of the Contest is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event").