

## Terms:

1. The term "Contest" refers to the "Powiedz Prezydentowi Obamie Co Nas łączy" Contest.
2. The "Contestant" is the user who submitted a video or textual message.
3. A "Video Submission" is any eligible video submitted to the Contest not later than 23:59:59 CET May 24, 2011.
4. A "Text Submission" is any eligible textual message submitted to the Contest not later than 23:59:59 CET May 24, 2011.
5. All Submissions must be in English.

## Eligibility:

1. Contestant must be at least 13-years old on the date of the commencement of the Contest.
2. Contestant must be a citizen of Poland
3. Previous video-making or writing experience is neither required nor prohibited.
4. The Contest commences at 00:00:01 CET May 12, 2011 and ends at 23:59:59 CET May 23, 2011.
5. To take part in the contest, the individual must become a fan of the U.S. Embassy Warsaw Fanpage of Facebook <http://facebook.com/USEMBASSYWARSAW>
6. To submit a video entry, Contestant must have a Youtube.com account. There is no fee or charge to become a registered user.
7. To become a registered user of Facebook, individuals must register for an account and agree to the Facebook "terms of use" set forth at <https://www.facebook.com/terms.php>. There is no fee or charge to become a registered user.
8. 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.
9. 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. Video and Text submissions must reflect Contestant's view on What Connects Poland and the United States
2. Video Submissions may use any narrative and technical style, including documentary, fiction, live action or animation, but have to be maximum 30 seconds long
3. Text Submissions must be no longer than 30 words.
4. Contestants submitting Video should upload it on Youtube.com and e-mail the direct link to [CoNasLaczy@state.gov](mailto:CoNasLaczy@state.gov)

5. Contestants submitting Text should e-mail it to [CoNasLaczy@state.gov](mailto:CoNasLaczy@state.gov)
6. Contestants must submit their full name, date of birth, and town or city and their PESEL number with their submission.
7. Once a Video or Text is uploaded it is considered final and may not be modified or edited.
8. By submitting any of the formats included in the Competition, the Contestant agrees that U.S. Embassy Warsaw can publish it on its Facebook Fanpage <http://facebook.com/USEMBASSYWARSAW> and on the official website <http://poland.usembassy.gov/>. U.S. Embassy Warsaw will also have a right to print and exhibit Submissions as well as distribute winning Submissions to media.

## **Content Requirements:**

1. Video Submissions may contain content created by the Contestant and content in the public domain. Video Submissions must not contain any elements including music, audio, speech/voiceovers, stills, video, supers, or other audiovisual materials that is protected by someone else's copyright or trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, except as provided below.
  1. By uploading a Video Submission, the Contestant affirms that he or she has obtained the necessary rights, licenses, consents and permissions to use all material in the video, including but not limited to rights to use original content not produced by the Contestant alone and written consent from all individuals whose image or likeness appears in the video 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.
2. Text Submissions may contain content created by the Contestant and content in the public domain. It must not contain any text protected by someone else's copyright or trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, except as provided below.
  1. By uploading the Text the Contestant affirms that he or she has obtained the necessary rights, licenses, consents and permissions to use all texts, including but not limited to rights to use original content not produced by the Contestant alone. Failure to obtain such rights and consents may result in the disqualification.
3. Video and Text Submissions must not contain profanity, explicit sexual material, graphic violence, and appeals to violence or commercial promotion. Video and Text Submissions must adhere to the norms of civil discourse and should not contain material that might be considered abusive, inflammatory or disrespectful to other groups or individuals.

## **Registration:**

1. The person named as the registered owner of the email account associated with the Video or Text 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. Embassy Warsaw 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 Video or Text 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**

All Videos and Texts will be judged by Public Affairs Officers at U.S. Embassy Warsaw, which will choose the winners. U.S. Embassy Warsaw has sole discretion over the criteria for which the winning messages will be chosen.

## **Privacy:**

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. Embassy Warsaw reserves the right, at their sole and absolute discretion to cancel, modify or terminate the Contest. Further U.S. Embassy Warsaw 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. Embassy Warsaw 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. Embassy Warsaw 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. Embassy

Warsaw 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. Embassy Warsaw is not responsible for any typographical errors in the announcement of prizes or these Official Rules. U.S. Embassy Warsaw 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. Embassy Warsaw from any and all claims, damages or liabilities arising from or relating to such Contestant's participation in the Contest. U.S. Embassy Warsaw 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").