

Terms:

1. The term "Contest" refers to the "**Konkurs Świąteczny**" Contest.
2. The "Contestant" is the user who e-mailed a picture to USEmbassyWarsawFacebook@state.gov
3. A "Submission" is any eligible answer submitted by 23:59 Polish time on Thursday 13th of October, 2012

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. The Contest commences at 00:00:01 CET December 5th, 2012 and ends at 23:59:59 CET December 13th, 2012
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. Contest users must create their own funny, holiday outfit and take a picture of themselves wearing it.
2. The picture should be e-mailed to EmbassyWarsawFacebook@state.gov
3. A submission should include name of the contestant, a phone number and a home address
4. Once an answer is e-mailed, it is considered final and may not be modified or edited.
5. By submitting an answer, 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.

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 a selected group of employees from the Public Affairs Section in the U.S. Embassy Warsaw. 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").