

## **Lürzer's Grand Slam Terms & Conditions**

A.

### **General Conditions and Eligibility**

Lürzer's Grand Slam terms and conditions are subject to any other terms and conditions provided to you during registration or to which you are referred to at the time of entering the competition.

Lürzer's Grand Slam is a global, recognizable and unique creative competition allied with Lürzer's Archive, which is one of the most valuable and respected magazine / web portals in the worldwide creative industry.

Lürzer's Grand Slam is organized by LURZER'S GRAND SLAM LTD.

Lürzer's Grand Slam awards prizes in the categories: Film, Print & Outdoor, Digital, Direct & Activation, Audio & Sound, Photography and Campaign. Submission is one advertisement or event in one of five categories. Each advertisement or event constitutes one submission. An individual submission may only be filed once in the same category. One submission may be filed in multiple categories should it fulfill the category conditions. Hereinafter referred to as "submission" or "work".

Should an applicant submit works that are part of a series, each work from that series has to be submitted separately, with all required information, files and payments. Each work is judged separately.

Lürzer's Grand Slam awards Gold winners, Silver winners and Bronze winners. Of each submission price 60% is reinvested into the competition and is distributed to the winners. Gold is 6 times more than bronze, Silver 2 times more than bronze. There may be several Gold, Silver or Bronze winners or none in a particular category should a jury decide so. The key for the distribution of prize money is the same regardless to the number of winners.

Submissions are open to all agencies, advertisers, design or production houses, media and other parties involved in the creation or production of marketing communications, provided that they have a registered company; submissions may also be submitted by clients or other parties provided

that they have sufficient rights to do so in accordance with these Terms & Conditions and have a registered company. Hereinafter referred to as “applicant”. Submissions are not open to individuals who have not a registered company.

An applicant who makes a submission is the one who's entitled to the prize money.

Each applicant may file multiple submissions. Every submission is quantifiable for the prize. Each submission must meet Lürzer's Grand Slam Terms & Conditions separately including application (registration) fee. An applicant needs to register only once to make multiple submissions.

All submissions must have been aired/published/implemented for the first time between 1<sup>st</sup> January 2017 and 31<sup>st</sup> December 2018. Submissions must not have been entered in previous years.

Should more parties enter the same advertisement, event or campaign (submission), only the first submission shall be taken into consideration unless this submission is disqualified for other reasons in accordance with these Terms & Conditions. Under these circumstances a later submission shall be applicable. The organizers have no obligation to search for duplicity in submissions and shall resolve duplicity in accordance with the rules of temporal priority in accordance with this article at any point it finds duplicity in submissions.

Only submissions that have been publicized before entering the competition are eligible. Fictitious submissions that have not been made for the client and have not been publicized shall be disqualified.

All submissions must be submitted exactly as they were aired/published/implemented, and must not be modified for the submission. Should a submission not be in English, it must be translated/subtitled.

Organizers may disqualify submissions that they deem as against or offending fundamental rights and freedoms of individuals and minority groups or are in bad public taste or are to be found as breaching fundamental standards of advertising ethics.

Only submissions entered online via the website of Lürzer's Grand Slam can enter the competition. All required fields, instructions and data, must be filled-in, in accordance with the step by step registration procedure instructions on the website for submission, to qualify for the competition.

Prior to the final submission of work the applicant must agree to Lürzer's Grand Slam Terms and Conditions and pay a registration fee. This sum does not include any additional fees, such as bank fees and taxes if applicable.

The fee is in the amount of €340 for early submissions until 16th November 2018; €390 for mid-submissions until 18th January 2019 and €450 for late submissions until 31st January 2018.

The registration fee is payable via online payment or wire transfer in accordance with the instructions provided on the website during the application procedure.

The fees are applicable on the day of submission. In the case of wire transfer, the organizer will accept payment up to 10 days from the day of submission. Should the funds not be transferred within 10 days, the organizer has the right to cancel the submission. Only completed and paid submissions shall proceed to judging. All times and deadlines are calculated by London time.

All payments upon filing the submission are final for that specific submission. Upon the final step of submission and payment, an applicant bears full responsibility for data and files provided, including all data and files that are correct, complete, legible, decipherable, and audible.

Use of a false name, company name, address, commercial communication or campaign shall result in disqualification.

Submissions and registration using methods generated by a script, macro or the use of automated devices shall be void. A void entry does not qualify for a refund.

Lürzer's Grand Slam is not responsible for any submissions lost, damaged or delayed due to computer error on the part of the applicant.

The applicant hereby grants Lürzer's Grand Slam all rights necessary to use the work provided within the submission for promotional purposes of Lürzer's Grand Slam including: promotion, press promotion, website promotion, online promotion and archive including payed access archive of Lürzer's Grand Slam; without claim by the applicant or third party for remuneration or other

financial compensation. The applicant by agreeing to these terms and conditions declares that they own any related necessary rights to grant to Lürzer's Grand Slam usage license to the stated extent.

In this respect, the applicant bears full responsibility for the third-party rights including among other the copyright, authors rights, moral rights and ownership rights including the right to make public the submission they enter into the competition. Lürzer's Grand Slam and its affiliates do not bear responsibility for rights of third parties. The applicant is obliged to settle all rights and outstanding claims of third parties at any time they arise after completing the submission. Claims of third parties that may arise upon the submission may result in disqualification.

Disqualification in accordance with these Terms & Conditions do not qualify for a refund.

After winners are announced the applicant has 30 days to confirm the account for the money transfer and to claim their prize. Organizers will announce the winners on Lürzer's Grand Slam website and inform the applicant on its registered contact email address that they provided during registration.

The prizes are as stated in this Terms & Conditions and are not transferable to another party.

The applicant shall receive a promo code, entitling them to one-year subscription of Lürzer's Archive magazine. This code can be used on Lürzer's Archive website to claim the subscription. The subscription does not cover shipping costs. Only the applicant who has entered a submission, including paying all the fees, shall qualify for receiving the promo code.

## B.

### **Judging**

Judging is conducted by an international jury and editors in Lürzer's Archive.

The jury consists of 9-11 internationally acclaimed members. The members of the jury will judge the works via online encrypted access and bear responsibility for their judging and entrusted access to the submitted works.

Members of the jury are not allowed to vote on a submission (work) that he/she is associated with,

mainly if he/she has participated in the creation of the work or is an affiliate of the producer/creator of the work or is an affiliate with the beneficiary of the work or of the applicant. Members of the jury shall inform the organizers about their association with the submitted work without delay. Failing to do so, may result in re-judging or the removal of the juror; should it come to the organizer's attention that a jurors not informing of association was done in bad faith.

The judging shortlist is done by the editors in Lürzer's Archive for whom the same rules of "vote exclusion" apply. The shortlist will be announced on the website.

Bronze judging is done by the jury. Each work from the shortlist is reviewed by each jury member. Everyone has to vote. The work has to receive a minimum of 50% votes to qualify for Bronze. There are no public announcements at the end of this round. Those works that qualify for Bronze proceed to Silver judging.

Silver judging is done by the jury. Every member of the jury votes on each work that has qualified from Bronze. The work has to receive a minimum of 50% votes to qualify for Gold judging.

Gold judging is done by the jury. Every member of the jury votes on each work that has qualified from Silver. The work has to receive a minimum of 50% votes to become Gold winner. At the end of this stage on a predetermined date all winners will be announced on the website of Lürzer's Grand Slam.

## C.

### **Website, Privacy and Dispute resolution**

For the purpose of Privacy and Dispute resolution of Lürzer's Grand Slam website the term "user" refers to applicant, judge or any other party using the website.

Lürzer's Grand Slam Website Privacy and Dispute resolution of Lürzer's Grand Slam Terms and Conditions apply to anyone who uses the website, even without their explicit consent, by action of usage, where applicable law permits this obligation arises by the tacit action of the user. For all other actions, explicit consent to Lürzer's Grand Slam Terms and Conditions is required. Failing to give this consent enables Lürzer's Grand Slam to refuse access to parts of the website or its

functionality, including but not exclusive the registration and submission procedure. Explicit consent is given by checking the relevant boxes or/and clicking on the relevant buttons expressing consent of the user to Lürzer's Grand Slam Terms and Conditions.

### **User accounts**

In order to enter the competition and/or to create an account the registration process must be completed by providing complete and accurate information as stated in the applicable forms. The user is also required to choose a password. The user is entirely responsible for maintaining the confidentiality of the password and account. Furthermore, they are entirely responsible for any and all activities that occur under said account. The user hereby agrees to notify Lürzer's Grand Slam immediately of any unauthorized use of their account or any other breach of security. Lürzer's Grand Slam will not be liable for someone else using the password or account.

### **Personal Data Protection**

The data controller of the collected data is LURZER'S GRAND SLAM LTD, 3rd Floor 14 Hanover Street, London, England, W1S 1YH (herein referred to as Lürzer's Grand Slam or data controller). Contact details: [support@luerzersgrandslam.com](mailto:support@luerzersgrandslam.com). The data subject is the applicant or other data subject that has given his consent to personal data mainly for the purpose of participating in the competition, commercial communication or other contractual or statutory reasons.

The applicant or other data subject acknowledges that Personal Data provided to the Lürzer's Grand Slam are processed by the Lürzer's Grand Slam as the data controller. Processing of the Personal Data is necessary under the Agreement, to which the affected person is a party, or necessary for pre-agreement relations with the affected person or necessary during negotiations on the change in the Agreement, which take place at the request of the affected person for the purpose of competition, including cross-border transfer of Personal Data into the EU. The data explicitly provided by the user are necessary for the contractual purpose. Data regarding payment are both of contractual and statutory nature especially, but not exclusively, in relation to accounting and tax regulations. Other usage of data that is for the purpose of commercial communication is based on the consents of such usage by the data subject. Consent for commercial communication can be withdrawn at any time. This existence of the right to withdraw consent at any time, does not affect the lawfulness of processing based on consent before its withdrawal.

The applicant or other data subject as the affected party, whose Personal Data are processed by the controller, shall be entitled at any time to check and change provided Personal Data as well as cancel its registration after logging-in. Applicant or other data subject has the right to request from the data controller access to and rectification or erasure of personal data or restriction of processing concerning the data subject or to object to processing as well as the right to data portability.

Rights of the applicant or other data subject, as the affected person are also the right to request from the data controller to provide the following in generally intelligible form:

- 1.a) confirmation whether or not its Personal Data are processed,
- 1.b) information whether its Personal Data re processed in the information system,
- 1.c) information about the source, from which the data controller has obtained its Personal Data for processing,
- 1.d) list of Personal Data which are processed,
- 1.e) correction or destruction of its incorrect, incomplete or outdated Personal Data which are processed,
- 1.f) destruction of its Personal Data, whose purpose has ceased or in case of a violation of the Act on the Protection of Personal Data.

The applicant or other data subject can express its consent with the processing of its Personal Data during or after its registration for the purposes of marketing communications and sales support, especially for sending information about promotions and other activities of the Lürzer's Grand Slam. This consent can be withdrawn at any time.

The data controller shall process Personal Data for the purpose set out in these General Terms and Conditions and in accordance with the applicable regulation, mainly EU General Data Protection Regulation.

The applicant or other data subject grants consent to the processing of Personal Data and the consent may be revoked at any time in writing by the applicant by sending a notice to the [support@luerzersgrandslam.com](mailto:support@luerzersgrandslam.com) .

Lürzer's Grand Slam, after fulfilling the purpose of processing or upon request to revoke the consent, shall provide for an immediate destruction of Personal Data of the applicant except where statutory provision request otherwise, such as data preserved in relation to accounting. Lürzer's Grand Slam shall handle the request of the applicant or other data subject within 30 days of receipt. Lürzer's Grand Slam shall inform the affected person and Office for Personal Data Protection of any

restriction of the rights of affected person.

Processed Personal Data includes: name, e-mail address, permanent address or other delivery address, payment details, telephone number, password, user name as provided by the applicant. The period that data will be stored is 10 years from the last transaction or request by the data subject.

The recipient of the data is the Lürzer's Grand Slam. Data regarding online behaviour (cookies) may be also shared with Google Analytics, Google Tag Manager, FB Pixel, Hotjar, LinkedIn, Insight, Pinterest. Financial transaction are processed via Online Payments Group AG.

Automated decision-making is done via cookies that are send to the user to personalize the experience on the website. The website uses permanent and temporary cookies that can remember preferences of the user during one or multiple sessions. Data regarding online behaviour (cookies) may be also shared with Google Analytics, Google Tag Manager, FB Pixel, Hotjar, LinkedIn, Insight, Pinterest. The user can change the cookies setting in his browser or via special cookies stetting placed on the website. Further information about cookies can be found on the address <https://www.aboutcookies.org/>

Lürzer's Grand Slam do not transfer data to third countries. The main server is based in Ireland with all required technical and technological security measures.

Lürzer's Grand Slam shall inform the applicant or other data subject of additional information regarding the handling of Personal Data in the event of a transfer of an undertaking or part thereof or sale of the Seller to another person. The applicant or other data subject has the right to lodge a complaint with a supervisory authority: Office for Personal Data Protection of the Slovak Republic at the [statny.dozor@pdp.gov.sk](mailto:statny.dozor@pdp.gov.sk).

### **Limitation of liability and Dispute**

In no event shall Lürzer's Grand Slam be liable for any direct or indirect, consequential, punitive, special or incidental damages (including, without limitation, damages for loss of business, contract, revenue, data, information or business interruption) resulting from, a raising out of or in connection with the use of, or inability to use this website or its content.

Any Legal dispute shall be settled primarily by agreement in good faith; mainly by negotiation or

alternative dispute resolution. Any unresolved disputes in this manner, shall be brought before the International Chamber of Commerce Arbitration court in Paris (ICC Arbitration) unless the parties to the disputer agree otherwise.

### **Changes**

Lürzer's Grand Slam reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms of use in whole or in part, at any time. Changes shall be effective when posted on Lürzer's Grand Slam website. Lürzer's Grand Slam may terminate, change, correct any errors or omissions in any portion, make any other changes relating to the materials and products, programs, services or prices (if any) posted on Lürzer's Grand Slam website or contained in Lürzer's Grand Slam Terms and Conditions, suspend or discontinue any aspect, including the availability of any features or products of or on the Site, at any time without notice.

Lürzer's Grand Slam furthermore reserves the right to amend or alter the terms of competitions or these Terms and Conditions as such at any time and the right to reject submissions from applicants not entering in the spirit of the competition especially should they damage the good name of the competition or Lürzer's Grand Slam and its affiliates.