

## **World Photography Day Competition Terms and Conditions**

**19 August 2019**

Following terms and conditions (the “Terms and Conditions”) shall apply to the World Photography Day Competition (the “Competition”) detailed below. For the purposes of these Terms and Conditions, the term Organizer, when used with reference to a legal entity, shall mean HMD Global Oy (“Organizer”).

### **1. Eligibility**

Competition is open only to those who are 18 years of age as of the date of entry (“Participant”).

The Competition is void where prohibited by law.

Employees of Organizer, their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Competition.

The Competition is subject to all applicable federal, state and local laws and regulations.

### **2. Competition Rules**

By participating, the Participant agree to be fully unconditionally bound by these Rules, and the Participant represent and warrant that he/she meets the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Organizer, as final and binding as it relates to the content.

### **3. Competition Period**

Entries will be accepted online starting on or about 19 August 2019 and ending 01 September 2019. All online entries must be received by 01 September 2019 11:59 (UTC +3)

### **4. How to Participate**

The participants needs to submit an entry, a photo taken with a Nokia phone selecting one of the following categories:

- Portraits – show us layers of emotion in an expression
- Nature and landscapes – capture the beauty of the great outdoors
- Urban and architecture – pay homage to the style of streets or buildings
- Food and fashion – make us envious of a dish or an outfit

Post it on the Nokia community thread <https://community.phones.nokia.com/discussion/51036/coming-soon-world-photography-day-competition> Or, post the photo entry on their personal Instagram

Include the following with your photo: Category name, Name of the phone you used to take the photo and the hashtags #ShotOnNokia, #WorldPhotographyDay (“Submission”).

The entry must fulfill all Competition requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Organizer. If Participant uses fraudulent methods or otherwise attempt to circumvent the rules, Participant’s submission may be removed from eligibility at the sole discretion of Organizer.

### **3. Licenses**

As between you and HMD, you retain all ownership rights in the Submission. You guarantee that the Submission is your own original work, and you are the owner of the Submission having all necessary licenses and rights to authorise HMD to use and publish the Submission. You guarantee that you have obtained the permission of all of the people featured or referred to in the Submission and if they are under 18, you have the permission of their parents or guardians to HMD’s use of the Submission. You agree to give HMD evidence of all such licences and rights if so requested by HMD. The contents of the Submission will be considered non-confidential. You grant HMD a non-exclusive, royalty free, perpetual, worldwide and sub-licensable right and license to use, reproduce, modify, translate, distribute, play, perform, make available, prepare derivative works of and display the Submission by any media or methods. This includes the right for HMD to make available the Submission together with advertising or sponsoring which HMD may be included. You agree to waive your moral rights in the Submission. You are responsible for the contents of the Submission. You guarantee that the Submission or its publishing does not infringe any applicable laws or rights of a third party, for example by including third party music, trademarks, logos or photos. You will not submit or upload any material or content which may be offensive, obscene, unlawful, harmful, inappropriate, harassing, threatening, abusive or hateful or that otherwise degrades, discriminates against or intimidates an individual or group of individuals for example on the basis of religion, gender, sexual orientation, race, ethnicity or disability. You agree not to transfer files which contain viruses or other harmful programs. You also agree not to promote third parties' or your own products or services in the Submission. You agree not to use the Page to provide

links to third party websites. HMD may accept, modify, withdraw or refuse to display the Submission at any time at HMD's sole discretion. HMD may do this without notice to you for any reason. You agree that HMD may authorize a third party contractor to exercise any of the rights that you grant to HMD under these terms, which may be in addition to or instead of HMD exercising them.

## **5. Prizes**

Winners will receive one of the following according to the place they won on each category:

- 1<sup>st</sup> place: 4 x Nokia 9 PureView
- 2<sup>nd</sup> Place: 4 x Nokia 8.1
- 3<sup>rd</sup> Place: 4x Nokia 4.2

The specifics of the prize shall be solely determined by the Organizer. No cash or other prize substitution permitted except at Organizer's discretion. The prize is nontransferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for Organizer to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. The odds of winning depend on the number of eligible entries received.

## **6. Winner selection and notification**

Winners of the Competition will be chosen based on the quality and creativity of Competition entries as judged by the Organizer. Winners will be notified by private message via Nokia mobile community or Instagram on September 2 2019. Organizer shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information.

If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 48 hours from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited, and an alternate winner selected.

ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT ORGANIZER'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE COMPETITION AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

To obtain a list of names of winners, a stamped addressed envelope marked "World Photography Day Competition" should be send to HMD Global Oy, Bertel Jungin aukio 9, 02600 Espoo, Finland.

#### **7. Rights Granted by Participant**

By entering this Competition you understand that Organizer may without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Competition, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

#### **8. Changes**

Organizer reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Competition should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Competition.

#### **9. Limitation of Liability**

By entering you agree to release and hold harmless Organizer and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Competition and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

#### **10. Privacy Policy**

Personal information and data ("Personal Data") which is provided by you in connection with the Competition will be held and used by HMD in accordance with [HMD Privacy Policy](#). HMD recommends that you do not disclose personal contact information on the Nokia community forum. Your use of any

third-party sites or services is subject to their terms of use and privacy policy.

## **11. Disputes**

This Competition is governed by the laws of Finland. You irrevocably agree that Finnish courts shall have the exclusive jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Competition), and participant further waives all rights to have damages multiplied or increased.

Organizer: HMD Global Oy, Bertel Jungin aukio 9, 02600 Espoo, Finland