## **Terms and Conditions**

- 1. <u>Strike the Usain Bolt Pose</u> (the "Competition") is promoted by The International Association of Athletic Federations ("IAAF"). When entrants enter the Competition, they accept these Terms and Conditions (the "Terms and Conditions"), including without limitation the prizes.
- 2. The Competition is open to all members of the public *who 'like' the IAAF Facebook page* www.facebook.com/World Athletics Club. Every application to enter the Competition must be made by a natural person.
- 3. Entry to the Competition is free. To enter the Competition, entrants must upload their images via the following website address: <a href="https://www.facebook.com/WorldAthleticsClub">https://www.facebook.com/WorldAthleticsClub</a> (the "Website"), following the on-screen instructions carefully. Each entrant is limited to one image.
- 4. Entrants under 18 years of age and/or not of full legal age must seek parental or guardian permission before entering the Competition and adhering to these Terms and Conditions.
- 5. The closing date for entries to the Competition is 5 July 2012.
- 6. By entering the Competition, entrants agree and acknowledge that the IAAF is permitted to receive their registration data. All personal information will be processed by the IAAF in accordance with its Privacy Policy.
- 7. The first prize for the Competition is a trip for 2 persons to Monte Carlo for the Monaco Samsung Diamond League meeting (Friday, 20 July 2012), including Economy class return air tickets, 2 nights' hotel bed and breakfast accommodation 2 VIP tickets for the Monaco Samsung Diamond League meeting. If the winner is under 18 years of age, he must be accompanied by an adult. There are 9 Runner Up prizes of an IAAF Centenary T-shirt. There is no cash alternative for any of the prizes.
- 8. Entries will be judged by the IAAF. The decision of the IAAF is final and no negotiation will be entered with respect to any such decision. The winner will be announced on-line.
- 9. In the event that a minor wins the Competition, entry to the Competition has to be confirmed and the prize has to be accepted by his/her parent or legal guardian. The IAAF has the right in its sole discretion not to allocate the prize won by a minor.
- 10. If the winner is unable to be contacted after reasonable attempts have been made, the IAAF reserves the right either to offer the prize to a runner-up or to re-offer the prize in a future competition.
- 11. All photographs must be the entrant's own original work and must not have been published elsewhere. Prior to submission, entrants must not have offered their entry for sale, been paid for any publication of their entry or won or been a runner up in any other photographic competition with their entry.
- 12. Entrants must not have breached any laws when taking their photographs.

- 13. Entrants must be the sole owner of copyright in any photograph entered and each entrant warrants and undertakes that the photograph submitted will not infringe the intellectual property, privacy or any other rights of any third party. In the event of any such infringement, entrants agree that they will indemnify the IAAF against any costs, claims, proceedings or losses that the IAAF may suffer as a result.
- 14. If an entrant's photograph includes any children under 16 years old, the entrant agrees to inform their parent(s) or guardian(s) of what the photograph(s) shall be used for prior to taking the photograph(s). Entrants must ensure that any person or persons whose image is used in an entry has given valid consent for the use of their image or has waived any rights they may have in the image submitted. Failure to adequately demonstrate such consent to the satisfaction of the IAAF may result in the entrant's disqualification and forfeiture of any prize.
- 15. In consideration of the IAAF agreeing to consider the entry, each entrant grants to the IAAF an irrevocable, non-exclusive, royalty-free, worldwide licence for the full period of copyright to publish or otherwise use the entry in so far as is relevant to this Competition in any way and at any time and to sub-licence such rights to any third party.
- 16. Any and all rights in relation to the IAAF, the Competition, any entries to the Competition (to the extent permitted by law) and any post-event publicity are the sole and exclusive property of the IAAF or its licensors. No information or data may be reproduced in any format or used in any way without the prior written consent of the IAAF. The IAAF shall be entitled to withhold consent at its sole discretion.
- 17. No responsibility is taken for entries being lost, delayed, misdirected or incomplete due to server functions or failures, viruses, bugs, technical problems or traffic congestion on the internet or any other causes outside the IAAF's control. Proof of entry is not proof of receipt and the IAAF shall not be responsible for the return of entries.
- 18. By entering this Competition, entrants agree that they may be required to take part in promotional activity. The IAAF reserves the right to use the winner's or other entrants' photographs in any media or publicity in relation to promotion of the Competition. The names and addresses of the winner and/or other entrants shall only be used with the winner's / entrants' prior consent.
- 19. The IAAF cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the Competition or as a result of acceptance of the prize. The IAAF is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to an entrant's or any other person's computer, PDA, smart phone or mobile phone related to or resulting from participation or downloading any materials in relation to the Competition. By entering the Competition, entrants agree that no claim relating to any such loss or injury (including without limitation special, indirect or consequential losses) shall be asserted against the IAAF, its sponsors, affiliates, directors, officers, employees or agents.

- 20. By entering the Competition, entrants agree that no claim shall be asserted against the IAAF, its sponsors or affiliates or any of their respective directors, officers, employees or agents in respect of any and all losses or injuries (including without limitation special, indirect or consequential losses), damages, rights, claims or actions of any kind whatsoever that result from their acceptance or use of the prize.
- 21. The employees of the IAAF, their relatives and anyone else connected with the setting up or promotion of this Competition are hereby excluded from participating as an entrant.
- 22. The IAAF reserves the right to cancel this Competition or alter any of the Terms and Conditions at any stage, if deemed necessary in its opinion, and/or if circumstances arise outside of its control.
- 23. Any legal dispute between an entrant and the IAAF in relation to the Competition shall be governed by and interpreted in accordance with the laws of Monaco and the place of jurisdiction shall be Monaco. The IAAF shall also be at liberty to enforce its rights and to take legal action in any competent court of an entrant's domicile.
- 24. Entrants must acknowledge and agree that they have read and understood these Terms and Conditions and that they are fully aware of the rights and obligations arising therefrom by ticking the "I accept" box on the application on the Website.