

AO Photo contest - rules

Disclaimer – the photo contest is run by the AO Production s.r.o., limited liability company registered in the Czech Republic under file No. C 104512 with Regional Court in Brno, ID No. 06827250, with registered offices at Lidická 700/19, Veveří, 602 00 Brno, (organizer), and it is in no way sponsored, endorsed, administered by or associated with Facebook or Instagram.

Rules for the photo contest

1. Only a natural person (hereinafter as "contestant") may participate in the contest exclusively with one authentic email address. In case of violation of this obligation, the organizer is entitled to exclude such a contestant from the contest without compensation.
2. Persons under the age of 18 may enter the contest only with the consent of their legal representative. The organizer of the contest is entitled to verify this fact at any time, and if he finds that such a contestant has not been approved by the legal representative, even afterwards, he is entitled to exclude the contestant from the contest without compensation. At the same time, the organizer is entitled to request the written consent of the legal representative at any time, and the contestant is obliged to submit to the organizer this written consent of the legal representative. If the contestant does not submit the written consent of the legal representative within 4 days from the date of sending the application, he will be excluded from the contest.
3. Persons in an employment or similar relationship with the organizer, as well as with all companies and agencies cooperating with it, or also persons close to such persons cannot be contestants.
4. All contestants who do not comply with these rules or violate them in any way are further excluded from the contest. The organizer is also entitled to decide on the exclusion of all contestants who have a reasonable suspicion that they apply unfair, fraudulent or dishonest practices in the contest. By exclusion from the contest, the contestant loses the right to receive the prize, without compensation. Furthermore, any contestant who enters false or fictitious information during registration or who enters the contest more than once with changed personal data is excluded from the contest. Contestants who do not meet the required conditions of the contest will be excluded from the contest. The Contest is void where prohibited or restricted by law.
 1. By uploading your contest photo to adamondra.com/contest , the contestant agrees with the rules of the contest, and at the same time confirms (or grants) the organizer their consent to the use of the photo. Each contestant can submit just a single photograph. In case of more photographs sent, only the first uploaded entry will be accepted. Topic of the contest is: My Best Climbing Moment.
 2. Photographs must be submitted exclusively via the provided website link. If the photograph will be sent via any different communication channel (e.g. Facebook comment, email address of Adam Ondra's team members, etc.), it will not be accepted as a contest entry.
 3. By submitting the photograph, the contestant undertakes to prove at any time at the previous request of the organizer: by a written solemn declaration that he acquired the author's work included in the contest personally (or settled the rights with the author of the contest photo) at his own risk and expense and that he has unlimited rights to provide the right to use in all ways to an unlimited extent; express consent in the writing of the person or all persons captured in the author's work by the contestant included in the contest to agree to the inclusion of his person in this author's work, to include the author's work in this contest and to consent to the publication of the author's work to an unlimited extent according to the provisions of these rules. In the event that the contestant does not meet this, the organizer of the contest is entitled to exclude the contestant and his contest photograph without compensation with final effect.

4. The contestant has full responsibility towards third parties in connection with the provision of the photograph and the granting of a license, including third party claims asserted in connection with the provisions of applicable law governing and defining copyright, personal data protection and other legislation. Each contestant (possibly his legal representative) by his participation confirms in particular that the photo uploaded is his original creation or at his own risk and expense settled the rights of the author of the photo within the rules of this contest, i.e. it is not an abuse of any copyright works. Likewise, the contestant (or his legal representative) undertakes that the use of the photo according to the rules will not affect any rights of third parties, i.e. rights of persons shown in the photo (i.e. rights of personality), rights of owners of things or bands in the photo, etc. All necessary consents related to the upload of the photo to the contest must be settled by the contestant at his own expense and responsibility. In the event that it turns out that the contestant has violated the rights of a third party, in particular copyright or personal rights, he is fully responsible for such violation. The contestant (or his legal representative) is obliged to compensate the organiser for any damage (or to remunerate) in case of violation of the license conditions set out in these rules and at the same time his right to draw the prize expires.
5. 20 best photographs will be selected by the representatives of the organizer according to their artistic quality and fulfilling the assignment. These will be placed on the websites www.adamondra.com for a public voting November 19, 2020. The public voting will end November 25, 2020. 10 best photographs will be then awarded. All decisions are final and cannot be reversed. The organizer reserves the right to final assessment of the contest photos.

List of prizes (according to the placings after the final public vote):

- Adam Ondra Book
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 - Black Diamond Zone Harness + Mazagrande Limited Edition
 - Black Diamond Zone Harness + Mazagrande Limited Edition
 - Sens Cricket Protein Blend and Bars package + Mazagrande Limited Edition
 - Black Diamond Black Gold Chalk + Climbon Lotion Bar + Mazagrande Limited Edition
 - Black Diamond Black Gold Chalk + Climbon Lotion Bar + Mazagrande Limited Edition
 - Black Diamond Gorilla Chalk Bag + Climbon Lotion Bar + Mazagrande Limited Edition
 - Black Diamond Moji Color Lantern + Climbon Cedar Lotion Bar + Mazagrande Limited Edition
6. By uploading the photograph to the contest (i.e. on the websites www.adamondra.com/contest) the contestant (or his legal representative) grants the organiser a non-exclusive free consent that the organiser is entitled to use the contest photo for all uses, especially for publication on the official website, the official Facebook and Instagram site or other websites, communication channels or materials, and for advertising, promotional and marketing purposes of the organiser in the sense of dissemination and use of these works in the media, to an unlimited extent (includes unlimited territorial, material and quantitative) for the duration of the author's property rights. The organiser is not obliged to use this license and is entitled to modify the contest photo for his needs in accordance with the applicable law. If, in the sense of copyright law, any further handling of the contest photograph (e.g. its editing, processing, translation, creation of a joint work, etc.) requires the consent of the contestant, it is considered that this consent was explicitly granted by uploading the contest photograph to the contest. The organiser is entitled to grant a sublicense and further assign this license to third parties,

arbitrarily based on its own decision. By participating in the contest and uploading the contest photo to the contest, the contestant (or their legal representative) expressly declares that they are entitled to grant the said consents on behalf of the author of the photograph. In the event that the opposite is proved during the contest or at any time after its end, the contestant (or his legal representative) is fully liable for all damages incurred in this connection by the organiser or a third party and undertakes to pay these damages in full immediately. This means in particular that if, as a result of the lack of consent of the person concerned, the organiser or another person would suffer any damage or injury (eg by imposing an obligation to provide satisfaction or imposing a fine) or costs, the contestant (or legal representative) is obliged to pay them in full, resp. expiate..

7. By entering the Contest, contestants agree that their account on Facebook or, if no Facebook account is available, the name provided during submission can be used on Adam Ondra's Facebook account for disclaiming and tagging the winners, and to tag the author of the photograph.
8. The contest takes place in the period from November 12, 2020 to November 25, 2020 19:00:00 CET included ("deadline") in the Czech Republic via the websites www.adamondra.com/contest.
 - The submitting part takes place in the period from November 12, 2020 to November 18, 2020 20:00:00 CET included ("deadline"). No photographs will be accepted after the stated deadline.
 - The public voting part takes place in the period from November 19, 2020 to November 25, 2020 19:00:00 CET included ("deadline").
9. The prize must be collected by the winner, is non-transferable, and cannot be exchanged or sold for any financial amount. The organiser does not bear any responsibility for non-delivery of prizes, for their damage, delay or loss during transport. In the event that any of the prizes cannot be delivered without fault on the part of the organiser, this prize will be forfeited to the organiser of the contest.
10. The winners will be contacted via the submitted email address. If no response is received in three days, a new winner will be selected and the previous one forfeits their rights to the prize.
11. The organiser reserves the right to disqualify any submission without notice if it is deemed inappropriate or violates any of the aforementioned rules.