

## Competition Terms and Conditions

These Terms and Conditions apply to each Competition conducted by Department of Culture and Tourism Abu Dhabi or its' affiliates (**Competition T&Cs**). For each Competition, the specifics of the Competition will be set out in the rules of the Competition posted on the relevant webpage for each Competition (**Competition Rules**).

By entering any Competition, you agree to be fully and unconditionally bound by these Competition T&Cs and the Competition Rules, any amendments to them, and the decisions of Department of Culture and Tourism Abu Dhabi, which are final and binding in all respects.

Contestants make certain representations and warranties to us (both in these Competition T&Cs and otherwise) when entering a Competition. We rely on the accuracy and truth of these representations and warranties when you enter a Competition place to you. If we become aware of any fraud, dishonesty or similar action by you, or any act or omission which might (in our sole discretion) have an adverse effect on a Competition, we may, without notice to you and/or without giving reasons, automatically disqualify you.

You agree to co-operate and comply with all reasonable instructions given by the Competition Organisers in connection with any Competition.

### Eligibility

Each Competition is open to individuals that are aged 21 years or older at the time of submitting any Submission Requirements and/or Submitted Materials or otherwise as required in the Competition Rules (**Eligible Individuals**). Contestants may be required to provide a valid form of identification for confirmation of proof of age eligibility. We reserve the right to ask for proof of age and evidence to verify the identity of the Contestant at any time.

The Competition is not open to the employees of Department of Culture and Tourism Abu Dhabi or the Competition Organisers, or any of their affiliates, subsidiaries or licensees.

Eligible Individuals that provide a submission to the Competition by the required timeframe stated in the Competition Rules are referred to as "**Contestant(s)**".

We reserve the right to disqualify any Contestant(s) from the Competition if, in its sole judgement, the Contestant has not complied with these terms and conditions, the Competition Rules, has tampered with the operation of the Competition, or has engaged in any conduct that is detrimental or unfair to us, the Competition, or any other Contestant(s).

We reserve the right, in our sole discretion, to maintain the integrity of the Competition, to void votes (as applicable) for any reason, including, but not limited to multiple entries from the same user from different IP addresses; multiple entries from the same computer more than that allowed by Competition Rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by a Contestant to deliberately damage any website or undermine the legitimate operation of the Competition may be a violation of criminal and civil laws. Should such an attempt be made, we fully reserve the right to seek damages to the fullest extent permitted by law and report to authorities as appropriate.

We accept no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.

### Submission Requirements

Contestants must enter their submissions in accordance with the entry requirements set out in the Competition Rules (**Submission Requirements**). We fully reserve the right to reject submissions without any explanation or prior notice. Each Contestant agrees that no aspect of their entry, including but not limited to their submissions, will (i) infringe the intellectual property rights of us or any third party;

(ii) defame others, or include any content which is obscene, abusive, discriminatory, offensive, hateful or inflammatory; and/or (iii) promotes or incites violence or illegal activities.

### **Intellectual Property Rights in Submitted Materials**

Unless otherwise stated, Submitted Materials will not be returned to you.

In respect of copyright and other intellectual property rights in any Competition, your entry into, and your involvement in it (including all interviews, pictures, audio and audio-visual media and technology and any other material (together, **the Submitted Materials**), you (a) grant us and each of our affiliates, and any other third parties acting on behalf of any of the foregoing, Competition partners, prize providers and the successors, licensees and assigns of each of the foregoing (together, **the Competition Organisers**), an exclusive, royalty-free, perpetual, worldwide licence to use this copyright and other intellectual property rights in any and all media at our discretion, including, but not limited to, posting or linking the Submitted Materials on our and Competition Organiser's websites and applications (b) assign to us the entire copyright and other intellectual property rights (including without limitation where such Submitted Materials are not in existence at the date of the Competition, by way of present assignment of future copyright) (c) shall do all acts reasonably requested of you to effect the assignment under this clause to us and (d) agree that the licence and, if applicable, any assignment, shall include the right for us to alter, edit, compile, amend or otherwise adapt such Submitted Materials and/or use such Submitted Materials in conjunction with any other material and to use, distribute and/or broadcast such Submitted Materials in all media and all formats (including transmission by way of analogue transmission, digital audio broadcasting, internet, satellite, television, film, cable or telephony) and the right to sub-licence such rights to any other persons, in each case for such purposes as we may determine in our absolute discretion.

Any information and/or Submitted Materials submitted by you relating to a Competition must be personal and related specifically to you. You warrant that any information which you submit to us will not infringe the intellectual property, privacy or any other legal right of anyone else, and will not contain anything which is libelous, defamatory, obscene, indecent, harassing or threatening.

We may screen, filter and/or monitor information and/or Submitted Materials provided by you and may edit, refuse to distribute or remove such information and/or Submitted Materials.

By entering a Competition and submitting any Submitted Materials for it, you warrant to us that:

- i. you own or are licensed in respect of the Submitted Materials you submit and that you have the legal capacity, right, power and authority to grant the rights set out in these Competition T&Cs and Competition Rules;
- ii. we may use your Submitted Materials in accordance with these Competition T&Cs or Competition Rules;
- iii. you waive any moral rights you may have in the Submitted Materials and have obtained a waiver of moral rights from anyone else and have obtained all consents and permissions in respect of it.
- iv. the Submitted Materials do not violate any applicable law, in particular, any law regarding anti-discrimination or false advertising;
- v. the Submitted Materials are not defamatory, or unlawfully threatening or harassing;
- vi. the Submitted Materials do not include any images of a third party without that third party's consent;
- vii. the Submitted Materials are not obscene or pornographic in nature, or otherwise contrary to the social norms of the United Arab Emirates; and
- viii. the Submitted Materials do not, to the best of your knowledge, contain any virus or other computer programme, the purpose of which is to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

Without limitation of any of the Competition Organisers' rights pursuant to these terms and conditions, the following submission components may be displayed to the public: name, description, images, video

URL, website URL, team members, the submission category and platform, and submitter type. Other submission materials may be viewed by us and judges for screening and evaluation.

Contestants represent and warrant that the Competition Organisers are free to use 's submissions in the manner described above, as provided or as modified by us, without obtaining permission or license from any third party and without any compensation to Contestants.

You must ensure that any person whose image has been used in your Submitted Materials has validly consented to the use of their image or has waived all rights they may have in the image and Submitted Materials; failure to adequately demonstrate this to our satisfaction may result in your disqualification from the Competition and forfeiture of any prize, without us having any liability to you.

All legal rights in the name and title of a Competition and its format rights vest exclusively in us for our own use.

### **Selection of winners**

The submissions for each Competition will be evaluated by us in our sole discretion. The specific judging requirements and process for each Competition will be set out in the Competition Rules.

### **Prizes**

The winner(s) (as applicable) of the Competition will receive the prize(s) as specified in the relevant Competition Rules. All prize details will be specified in the relevant Competition Rules and will be determined by us, as applicable, in our sole discretion. No cash redemption or transfer/assignment of the right to receive the prize is permitted, except in our sole discretion. We may, at our sole discretion, substitute any prize won with a prize equal or greater value.

The prize consists only of the item(s) expressly specified in the relevant Competition Rules and, unless stated otherwise in the Competition Rules, does not include any travel arrangements or expenses. All prize(s) are awarded "as is" and without any warranty, except as required by law. In no event will more than the number of prizes stated in the relevant Competition Rules be awarded. In the event that a prize is not claimed that prize shall remain our property. To the extent that any prize providers or Competition partners provide any additional benefits or prizes to any winner(s) which are not expressly provided for in the Competition Rules, we will have no liability in respect of such additional benefits and/or prizes. Any liability in respect of any such additional benefits or prizes shall be solely with the prize provider or specific Competition partner (as applicable).

### **Entry Conditions and Release**

**By entering the Competition, you (and, if you are entering on behalf of a 3<sup>rd</sup> party (each a participating member) agree(s) to the following:**

- The relationship between you, the other Contestant(s), and us, is not a confidential, fiduciary, or other special relationship.
- You will be bound by and comply with these Competition T&Cs and the Competition Rules, and our decisions are binding and final in all matters relating to the Competition.
- You release, indemnify, defend and hold harmless each of the Competition Organisers, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Competition, and all of their respective past and present officers, directors, employees, agents and representatives (the **Indemnified Parties**) from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees), including but not limited to negligence and damages of any kind to persons and property, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury, arising out of or

relating to the Competition, a Contestant's entry, creation of submission or entry of a submission, participation in the Competition, acceptance or use or misuse of the prizes (including any travel or related activity) and/or the broadcast, transmission, performance, exploitation or use of the submission and/or Submitted Materials as authorized or licensed by these Competition T&C's.

**Without limiting the foregoing, the Indemnified Parties shall have no liability in connection with:**

- any incorrect or inaccurate information, whether caused by our electronic or printing error, or by any of the equipment or programming associated with or utilized in the Competition;
- technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure of the Competition website (as applicable);
- unauthorized human intervention in any part of the entry process or the Competition;
- technical or human error which may occur in the administration of the Competition; or
- any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Contestant's participation in the Competition or receipt or use or misuse of any prize.

The Indemnified Parties are not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible submissions or for addresses or email address changes of the Contestants. Proof of sending or submitting will not be deemed to be proof of receipt by us.

If for any reason any Contestant's submission is determined to have not been received or been erroneously deleted, lost, or otherwise destroyed or corrupted, the Contestant's sole remedy is to request the opportunity to resubmit its submission. Such request must be made promptly after the Contestant knows or should have known there was a problem and will be determined at our sole discretion.

**Winner Selection**

If a selected winner is ineligible, cannot be reached, or fails to claim their prize within the period of time stipulated in the Competition Rules, that winner will forfeit the prize and it will be awarded to a substitute winner. If, having attempted to contact a winner and a substitute winner, we are unable to award a prize, we reserve the right to consider the prize unclaimed.

This process is final, and no correspondence will be entered into. Non-winners will not be notified.

By entering the Competition, you consent to us passing your details to a prize provider (as applicable) and any relevant third party for the purpose of contacting you in the event you are a winner. By entering the Competition, you also consent to us announcing your first name, location and age when the prize is to be offered.

By accepting a prize, Contestants consent to the use of their name, county of residence, age and/or prize information for promotional and other reasonable purposes without further payment, except where prohibited by law. A winner may be requested to participate in our reasonable marketing and promotional activities. By entering the Competition, you expressly consent to any photos or videos of events connected with the prize that may be posted on our social media accounts or website and agree to sign all necessary releases to document this express consent.

If you are a winner and you submit and expressly consent to any material, including but not limited to photographs, videos or testimonials, to us for use or publication in connection with our reasonable marketing and promotional activities, including but not limited to our official social media activities, you

waive any right you may have to inspect or approve such activities and you release and discharge us from any claims or liability relating to our reasonable use of your material.

### **Health & Safety**

By entering a Competition, you (a) acknowledge that you do so voluntarily and at your own risk and (b) warrant that, to the best of your knowledge and belief, your general state of health is good and either that you have no medical condition that could be adversely affected by strenuous exercise or any of the events or activities planned or reasonably expected to be involved in the Competition and/or prize or, if you take any medication for a condition, neither the condition nor the medication's effects will adversely affect you by your participation.

You must take all reasonable steps to ensure that you comply with all safety standards and act in a manner which is appropriate for the nature of the Competition and take all reasonable steps to ensure your own and others' health and safety when taking part, and we will disqualify you if we consider that your behaviour poses any medical, security or safety risk to yourself or others without us having any liability to you.

You must notify us of any medical or other condition which may mean that you are unfit for travel or participation in a Competition as soon as you become aware of it. If we believe you may expose yourself or others to risk of illness or injury, we may disqualify you without us having any liability to you.

You must not be under the influence of alcohol or any illegal substance during the Competition. If we believe (in our sole discretion) you to be under the influence of alcohol or any illegal substance during a Competition, we may immediately disqualify you without us having any liability to you.

### **Personal data & privacy**

You acknowledge and agree that we may keep any and all data which can be used to identify or contact you, including, but not limited to, your name, nickname, address, email address, telephone number (**Personal Data**) that you or others give us during your relationship with us or which we otherwise obtain through your use of a related webpage or your participation in a Competition.

You represent and warrant that you have the right to provide any of the information requested by us, including in respect of Personal Data, and that you give us the right to collect, use and share relevant information about you, and your relationships with us.

We reserve the right to request additional information at any time as we deem reasonably necessary to ensure that you are not using the webpage or participating in a Competition in violation of these Terms or any applicable law.

In the event that, pursuant to these terms, personal and/or sensitive personal data (as defined in the Personal Data Protection Law, Federal Decree Law No. 45 of 2021 regarding the Protection of Personal Data, (the **PDPL**)) or equivalent and applicable law, of any individual (the **Individual Data**) is provided by us to a third party or that party otherwise comes into possession of Individual Data, such party shall not, by act or omission, (i) breach its obligations under the PDPL and/or (ii) cause us to breach its obligations under the PDPL, whether such breach is in relation to the Individual Data or otherwise.

By entering this Competition, you will also be providing your personal details to either, Facebook, Instagram or other social media platforms used by us in the Competition. As these third parties are not contracted to us or our affiliates, we accept no responsibility for how your data is used by these entities.

### **Confidentiality**

You undertake not to disclose, reveal, communicate or otherwise make public any information relating to us, our business, personnel, agents or officers to anyone.

You must not publicise your involvement in a Competition or the fact that you have won a prize without our prior written permission.

### **General Conditions**

- We reserve the right, in our sole discretion, to change these terms and conditions or to cancel, suspend and/or modify the Competition and/or Competition Rules at any time.
- We reserve the right, in our sole discretion, to disqualify any individual or Contestant we find to be actually or presenting the appearance of tampering with the entry process or the operation of the Competition or to be acting in violation of these terms and conditions or in a manner that is inappropriate, not in the best interests of the Competition, or a violation of any applicable law or regulation.
- Any attempt by any person to undermine the proper conduct of the Competition may be a violation of criminal and civil law. Should we suspect that such an attempt has been made or is threatened, we reserve the right to take appropriate action including but not limited to requiring a Contestant(s) to cooperate with an investigation and referral to criminal and civil law enforcement authorities.
- These terms and conditions are subject to change at any time, including our or the Contestant(s) rights or obligations.
- Our failure to enforce any terms of these terms and conditions shall not constitute a waiver of that provision. Should any provision of these terms and conditions be or become illegal or unenforceable in the United Arab Emirates, such illegality or unenforceability shall leave the remainder of these terms and conditions including the term or condition affected, to the fullest extent permitted by law, unaffected and valid. The illegal or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest and best reflects our intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.

### **Limitations of Liability**

By entering this Competition, all Contestants (including, in the case of any additional person, all participating members) agree to be bound by these terms and conditions and release the Indemnified Parties from any and all liability in connection with the prizes or Contestant's participation in the Competition. Provided, however, that any liability limitation regarding gross negligence or intentional acts, or events of death or body injury shall not be applicable in jurisdictions where such limitation is not legal.

### **Miscellaneous**

- **Conflict:** If there is any conflict or inconsistency between the Competition T&C's and the Competition Rules, the Competition Rules shall prevail.
- **Amendment:** To the maximum extent permitted by applicable law, we reserve the right to change these Competition T&Cs and/or the Competition Rules at any time, in our sole discretion.
- **Privacy Notice:** All information submitted in connection with the Competition will be treated in accordance with these Competition T&Cs, Competition Rules and our Privacy Policy found here: <https://visitabudhabi.ae/en/privacy-policy> (visitabudhabi.ae).
- **Governing Law:** These Competition T&Cs are governed by the laws of the United Arab Emirates and any dispute will be subject to the exclusive jurisdiction of the courts of Abu Dhabi
- **Entire Agreement:** Participation in the Competition constitute Contestants full and unconditional agreement to these terms and conditions and the Competition Rules. By entering this Competition, all Contestants agree that all decisions related to the Competition are final and binding, and that all such decisions are at our sole discretion.