



ADAY.ORG

General Terms and Conditions for Participation in "ADAY.ORG"

1 The Project	<p>Expressions of Humankind AB ("We" or "Us") is a company owned by the non-profit foundation Expressions of Humankind Foundation (the "Foundation"). We will carry out a photographic project by the name of "Aday.org" (the "Project"). In short, the Project includes collecting photographic pictures taken on May 15, 2012, making the pictures available to the public and preserving them for the future.</p> <p>The Project includes the Project website, currently www.aday.org, on which the photographic pictures will be made available (the "Website"), the publishing of a book of the photographic pictures, in several editions and languages, (the "Book"), arranging exhibitions of photographic pictures for the public in e.g. museums and other exhibition premises, in public places (indoors as well as outdoors), in print and in electronic format (the "Exhibitions") and also a collection project where photographic pictures are preserved for posterity and made available for research.</p> <p>These general terms and conditions (the "Terms") apply to Your participation in the Project. By clicking "I accept" at the end of the Terms, You confirm that You have read and agree to be bound by the Terms, and that You consent to the processing of personal data in accordance with section 5 below.</p>
2 Rights to Material	<p>We consider copyright to be important. The copyright to pictures, text and all other material provided by You to Us (the "Material") belongs to You. However, You hereby grant to Us a global, perpetual, sub-licensable, royalty-free, license to use the Material, in original or redimensioned form, by making copies of the Material and making the Material available to the public in all currently existing and future media, within the frame of the Project and for promotion of the Project, including use on the Website, in the Book, in the Exhibitions and for research purposes. For the avoidance of doubt, We are entitled to enable media partners, e.g. newspapers, TV and web channels, to publish Material for editorial coverage of the Project.</p> <p>We are not required to use the Material, and if used, we may choose to use the Material only in part.</p> <p><input type="checkbox"/> I do not want my Material to be used in the Book and/or any Exhibition. With such exception, the Terms shall apply in all other respects to My participation in the Project and the use of My Material.</p>
3 Selection and remuneration	<p>An international selection group appointed by the board of the Foundation will select approximately 1000 of the photographic pictures that have been submitted by the participants, to be included in the Book and/or the Exhibitions.</p> <p>There is no fee for participating in the Project; nor will you receive any compensation for submitting Material to the Project. However, if any of the pictures that You have submitted to Us is selected to be included in</p>



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	<p>the Book and/or displayed at an Exhibition, You will receive a copy of the Book (English language edition). (For the avoidance of doubt, even if a picture is both published in the Book and displayed at one or more Exhibitions, You will only receive one copy of the Book.) No other remuneration will be paid or awarded for the use of the Material. If applicable, the copy of the Book will be sent to You by regular mail within 3 months of its first publication in the English language.</p> <p>If Your picture has been selected You will be notified via email.</p>
<p>4 Warranties</p>	<p>You hereby warrant that:</p> <ul style="list-style-type: none">- the pictures provided to Us are taken by You between 00.00.01 a.m. and 11.59.59 p.m. local time on May 15, 2012;- You hold the rights to the Material required for granting the rights set forth in these Terms, including, for example, the copyright to the Material and the right to include in the Material the persons or objects featured in the pictures;- the Material is not offensive, threatening, disparaging, defamatory, pornographic, racist, discriminatory, insulting, considered as slander or otherwise illegal;- the Material and/or the use of the Material as contemplated by these Terms do not infringe the intellectual property rights of any third party or otherwise violates any third party's rights (such as for example the rights of any person featured in a picture); and- You have the right to be bound by these Terms and You have taken such measures and produced such documents as may be required for the proper fulfilment of these Terms, also pursuant to the law in the jurisdiction in which You reside.
<p>5 Integrity and personal data</p>	<p>Pursuant to the Swedish Personal Data Act, particular rules apply to the processing of personal data, such as name, address and email. We (Expressions of Humankind AB, reg. no. 556820-3276, tel. +46 70 512 55 66, e-mail info@aday.org) act as the data controller. We will collect and process personal data when You register and provide Material. The personal data will be processed by Us and Our partners and sub-licensees for the purpose of carrying out the Project and making available the Material. Such partners and sub-licensees may be established outside the European Union and the European Economic Area. We may also use Your personal data to send you newsletters with information regarding the Project and to make Your profile on the Project website available for others.</p> <p>Once per calendar year You may request information about which personal data regarding You that is processed, the sources from which the data have been collected, the purpose of the processing and to which recipients or categories of recipients the data has been disclosed. Please</p>



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	<p>submit a written request, signed by You, to Expressions of Humankind AB, Stureplan 2, 114 35 Stockholm, Sweden, if You wish to obtain such information. To the same address You may give notice that You do not wish to receive newsletters from Us. You may at any time request that We delete or correct personal data that prove to be incorrect or incomplete or otherwise not processed in accordance with the Personal Data Act.</p> <p>By accepting these Terms You consent to the processing of Your personal data as stated in this section 5, including transfer of Your personal data for processing outside the European Union and the European Economic Area as mentioned. You also ensure hereby that You have obtained consent for use pursuant to these Terms from others whose personal data is part of the Material.</p>
<p>6 Liability etc</p>	<p>We are not liable for damages – neither direct nor indirect – arising as a result of Your participation in the Project or use of the Material. Our liability, by reason of the Project, for use of the Material or otherwise under these Terms is limited to 1000 US dollar. The limitation of liability in this section 6 is applicable except as otherwise provided by mandatory Swedish law.</p> <p>Pictures and other Material will be made available to the public, for example for download from the Website in a low-resolution format. It is Our ambition that such downloading and further use of pictures and Material is made for a non-commercial purposes only, such as for teaching and research. We shall, however, not be liable in any cases where pictures or Material have been used by a third party and We have no obligation to take measures against such use.</p> <p>We are not liable if performance of the Terms is prevented or rendered burdensome by circumstances outside of Our control or circumstances difficult for Us to predict. Circumstances outside of Our control are e.g. accident, war, riots, severe weather, labour disputes, general shortage of transport, products or energy, breach of contract by a supplier or other party to a contract, disruptions or breakdown of communications network, discontinuance of energy supply, amendments to laws and regulations and actions or omissions by any authority or other third party.</p>
<p>7 Applicable law and disputes</p>	<p>The Foundation and We are registered in Sweden. Swedish law shall be applied to these Terms. Any dispute by reason of the Project, use of the Material or these Terms in general shall be settled by Swedish courts.</p>