

The following terms and conditions apply. Participation in the FRONIUS EARTH MISSION photo competition held by Fronius International GmbH and its subsidiaries, hereinafter referred to as Fronius, will be deemed as acceptance of these terms.

### **Section 1 Participation**

1. Entrants must be aged 18 or over. The FRONIUS EARTH MISSION Photo Contest is aimed explicitly at Fronius customers, employees and fans worldwide.
2. No legal claims may be derived from participation and Fronius accepts no liability.
3. The participant states his intent to participate by uploading a photo and confirming the terms and conditions at [www.fronius-earth-mission.com](http://www.fronius-earth-mission.com). The participant must state their first and last names and e-mail address. Additional information must be stated for statistical and marketing-related purposes (e.g. the location where the photo was taken, category, etc.). The entry is valid once the photo is approved for publication by Fronius.
4. The judges' decision is final.
5. Entry into the competition is free of charge.
6. To improve readability, the male form of the term "participant" has been used throughout these terms and conditions; however, this refers equally to the female form at all times.

### **Section 2 General terms and conditions and technical requirements**

7. All participants who upload and submit photos they have taken themselves to the website [www.fronius-earth-mission.com](http://www.fronius-earth-mission.com) during the competition period will be eligible entrants in the FRONIUS EARTH MISSION Photo Contest.
8. To ensure the protection of personal rights, submitted photos must NOT focus on faces.
9. Eligible images must be at least 4500 px with an image resolution of 300 dpi and a maximum file size of 25 MB. Images in JPG or PNG format will be accepted.
10. Fronius reserves the right to disqualify photos from the competition that do not in any way represent the theme of the competition.
11. Fronius will disqualify any photos with unethical, unlawful or other ethically or morally reprehensible content from the competition.
12. The photo may be taken using any device equipped with a camera function, such as mobile end devices (tablets, mobile phones) or cameras (including digital cameras).

### **Section 3 Prizewinning**

1. The closing date for entries into the competition and therefore the chance to win the prize is 31/7/2017, 23:59 CET.
2. The best 12 photos will be selected by a jury and presented on the homepage, on the Intranet, on social media and in various printed materials such as the Fronius calendar 2018.
3. These 12 selected images will be displayed at [www.fronius-earth-mission.com](http://www.fronius-earth-mission.com) for further selection in the second round of the competition from 8/9/2017 - 29/9/2017, 23:59, CET.
4. The winner will be the participant whose photo has received the most votes by the end of the second voting phase stated above and is therefore awarded first place. The winner in first place will receive prize money in the sum of €1,000.

The second placed entrant (with the second most votes) will receive €300 prize money and the third placed winner (with the third most votes) will receive €200. The winners will be notified by e-mail. The transfer of winnings to other individuals is not permitted.

5. The winner consents to be named in various marketing activities in connection with the photo competition.
6. Errors and misprints excepted.

#### **Section 4 Exclusion from the competition**

1. Fronius reserves the right to disqualify individuals from the photo competition if these terms and conditions are violated, in particular those in Section 2. If photos are disqualified from the competition due to unacceptable content, the participant concerned will not be notified.

#### **Section 5 Premature termination of the competition**

1. Fronius reserves the right to cancel or terminate the photo competition at any time without prior notice and without stating reasons.
2. The photo competition will be terminated prematurely if it cannot be executed properly for technical (e.g. errors or manipulation concerning the hardware and/or software used) or legal reasons. If the competition is terminated prematurely due to the intentionally malicious behaviour of a participant or other third party, Fronius may claim compensation for damages.

#### **Section 6 Data protection**

1. Fronius requires participants' personal data for the purposes of executing the photo competition, in particular for notifying the winner. The participant expressly consents to the recording, processing and storing of the data provided for the purposes of carrying out the competition. The data will not be passed on to third parties. Fronius undertakes to comply with the legal provisions of the Austrian Data Protection Act.
2. The participant consents to being contacted with information concerning the competition via the e-mail address provided.
3. The participant may withdraw his consent at any time during the competition by sending an e-mail to [contact@fronius.com](mailto:contact@fronius.com) or by writing to Fronius International GmbH, Corporate Marketing, Froniusplatz 1, 4600 Wels, Austria. Withdrawal of consent also means exclusion from the competition.

#### **Section 7 Copyright and personal rights**

1. The participant grants Fronius unrestricted, irrevocable and exclusive usage and exploitation rights for the photo and creative idea submitted, insofar as these are protected by copyright. This includes in particular the right to use the photo as a whole or in part, unchanged or edited/redesigned within the framework of Fronius marketing activities. The participant relinquishes all copyrights. Usage rights shall be granted free of charge.
2. Likewise, this includes the right to distribute the photo on electronic/digital media, as well as the right to publicise the photo on the internet, for example on the Fronius homepage and Fronius social media channels.

3. The participant affirms that the photo and idea submitted are free from third party rights (e.g. copyrights, other ancillary copyrights, personal rights) and that he is free to use the photo as he wishes. In the event that one or more individuals are identifiable in the photo, the individuals concerned must consent to the photo being published. The relevant declaration of consent must be provided to Fronius on request. The individual who submitted the photo is solely responsible for its content. The participant exempts Fronius from any resulting liability with respect to third parties and agrees to compensate Fronius for any damages arising therefrom.

#### **Section 8 Effectiveness/applicable law/place of jurisdiction**

1. These terms and conditions are governed exclusively by Austrian law, with the exception of the International Private Law Act and the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction is Wels, Austria.
2. If any of these terms and conditions should be – or become – invalid, this shall have no effect upon the validity of the remaining terms and conditions.
3. Fronius reserves the right to make changes to these terms and conditions at any time provided that the participant has been notified in advance.