

COMPETITION implemented in compliance with Article 6 of Presidential Decree no. 430 /2001 section 1, paragraph a)

### **#Milanoaplacetobe #Expoincittà**

The Chamber of Commerce of Milan, with registered office in Via Meravigli 9/b, Milan, in collaboration with the Municipality of Milan, with registered office in Piazza della Scala 2, Milan, intend to hold a photo competition for professionals and amateurs in the photography sector.

### **Territory**

National

### **Validity of the Initiative**

From 1 May 2016 to 30 September 2016.

### **Dates of Participation**

1st phase: 1 May 2016 – 31 May 2016

2nd phase: 1 June 2016 – 30 June 2016

3rd phase: 1 July 2016 – 31 July 2016

4th phase: 1 August 2016 – 31 August 2016

5th phase: 1 September 2016 – 30 September 2016

### **Allocation of Prizes**

By the 15th day of the month following to participation dates (first allocation to be made in June 2016). The dates established for the prizes cannot be changed and the prize tickets must be collected on the spot in Milan.

### **Recipients**

Amateur and professional photographers.

### **Subject**

A photo must be taken in a place in Milan and/or the Metropolitan City considered particularly attractive, symbolic or meaningful or at an ExpoinCittà scheduled event in order to promote the attractiveness of Milan and its many recreational opportunities.

## **How to Participate**

To take part in the initiative, contestants must take a photo of the city of Milan, of a place in the metropolitan area of Milan or of an ExpoinCittà scheduled event in order to express the attractiveness of Milan and its territory. The photo must be upload their shots from 00.00am on the first day of participation, for each phase of the initiative, to 11.59pm on the last day of participation for each phase of the initiative (see the Terms of Participation above). To do this, contestants must fill in the appropriate form and consent to this regulation on [expoincitta.com](http://expoincitta.com).

The photos taken will be subject to selection and the best ones may be used for promotional and communication purposes related to the ExpoinCittà project.

Each participant is allowed to submit a maximum of one photo per day. If a participant sends more photos on one day, the first photo to taken and stored in the ExpoinCittà database will be valid for the competition (the arrival time of the photo will be observed).

Every month, a specifically chosen Panel will select the winners from all the Participants, who will be awarded the prizes listed below, and select the same number of reserves that will take their place in order if the prize is not accepted by the winners or if they are absent.

No Participant will be allocated more than one prize during the entire period of validity of the initiative.

In the event of further availability of prizes and at the sole discretion of the Panel, special mentions may be awarded each time.

## **Prizes**

The photographers who take the best photos selected at the sole discretion of the top-class Panel will be awarded with free tickets for ExpoinCittà events, subject to availability.

Photos submitted to the competition must not offend the common sense of decency or people's dignity, and must not advertise commercial products in any way. They must not be propagandistic or defamatory to any religion, religious order, political group, or any symbols attributed to these. They must not contain any vulgar or obscene language, insults, or any racist, discriminatory and/or pornographic content. A moderator appointed by ExpoinCittà will select, give prior authorisation to participate in the competition and publish photos on the official ExpoinCittà channels, at his/her sole discretion, excluding any photos that fall into the afore-mentioned cases of exclusion.

## **Evaluation Criteria**

- Originality of the location or the experience proposed;
- Quality of the photo (camera shots, point of view, colour temperature and filters);

- Ability to promote the attractiveness of Milan and its territory in absolute terms and/or in relation to the themes, values and content of ExpoinCittà.

### **Terms of Participation**

- a. The Participant in the competition declares that he/she is the legitimate and exclusive owner of all copyright and exploitation rights, including economic rights, of the image sent;
- b. The Participant in the competition declares that he/she is responsible for the creation and content of the image sent, relieving and keeping indemnified any Organisations involved in this event from any claims and /or action by third parties, and will be obliged to indemnify the Chamber of Commerce of Milan and the Municipality of Milan in the event of any adverse consequences, including any legal costs, even out of court, which might arise as a result of violation of the above rules;
- c. Finally, the Participant is also responsible for ensuring that the publication of the image sent does not raise any kind of legal dispute and is not detrimental to the rights of others. Any non-compliance will be punished with exclusion from the competition and a request for eventual compensation;
- d. Any materials of a vulgar nature or considered morally offensive will not be published and /or will be removed, and as a result the Participant will not be entitled to take part in the competition;
- e. By sending the image, the Participant expressly transfers to ExpoinCittà free of charge, without any terms or time limits, the right to publish the photo, distribute it, communicate it to the public or use it, via any technological means of transmission and via any distribution channel (the press, the Internet, any advertising materials in the future).

The Participant also agrees, where possible, that ExpoinCittà or their assignees publish, also for promotional purposes, his/her name and surname, age and home town to support the image sent, irrevocably conceding all intellectual property rights free of charge.

### **Procedure for the Allocation of Prizes**

All the photos received that meet the requested requirements will be subject to selection by a Panel of experts. The members of the Panel will be chosen by the competition promoters.

The decision of the Panel will be final and conclusive. The images will be evaluated while ensuring the anonymity of Participants.

By the 15th day of every month, the Panel will select the winners and draw up a special report, specifying the names of the winners and reserves. Please note that the Panel will examine all the photos received, evaluating each one based on merit. If the number of eligible submissions is lower than the number of prizes, the Panel reserves the right to record a lower number of positions in the ranking, and may not allocate prizes. In the event of a tie for awards, lots will be drawn.

The winners will be informed of their win by notification sent to the address specified at the time of registration and will be invited to confirm acceptance of the prize, within 5 days of the date the notification was sent.

In the event of no reply by the above-mentioned dates, the reserves will take their place in the order of ranking. Any prizes not awarded, not accepted or not presented due to the absence of the beneficiaries will be duly returned to the proposing organisations.

## **Final Provisions**

- 1) By participating in the competition, Participants declare that they have read and accept the regulations that govern participation in this initiative;
- 2) Participation is entirely free with no obligation to purchase any type of product. The only expense of participation is related to the costs of connection required to send the image in order to take part and to view any notification of a win.
- 3) The Promoters accept no liability for any problems concerning access, impediment, malfunction or difficulty related to technological tools, computers, telephone lines, transmission and connection, and Internet connection that may prevent a competitor from taking part in this promotional initiative, due to reasons not attributable to the Participant.
- 4) The Participant alone is responsible for managing the e-mailbox specified at the time of registration, with special reference to:
  - viewing any e-mail concerning a win;
  - adopting security measures that prevent other unauthorised parties from accessing the aforementioned e-mailbox.
- 5) Privacy statement pursuant to Article 13 of Legislative Decree no. 196/2003. Your personal data will be processed, with and without the aid of electronic tools, in full compliance with the provisions of Legislative Decree no. 196/2003 and with the Guarantor's related implementation measures for the protection of personal data, for purposes concerning this promotional initiative, and for a period of time relevant to such purposes for which processing is carried out.

The provision of personal data by data subjects is optional, however, any refusal to provide data will mean exclusion from this promotional initiative. The joint Data Controllers for processing are the Chamber of Commerce of Milan, with registered office in Via Meravigli 9/b, Milan, and the Municipality of Milan, with registered office in Piazza della Scala 2, Milan.

At any time, Participants may exercise their rights pursuant to Article 7 of Legislative Decree no. 196/2003, namely, the right to access their personal data and be informed of the identity of any person who may become aware of the aforesaid data and of the purposes and methods of processing, as well as the right to update, rectify, integrate, delete, convert into anonymous form or block any unlawful processed data, and the right to refuse, for legitimate reasons, the processing of such data. The data may only be processed for e-mail marketing purposes and communicated to third-party companies or consultants, whose services are used by the joint data controllers to manage and implement the afore-mentioned initiative, with the explicit consent of the data subjects. Any request to delete data during the initiative will result in the invalidation of any win.
- 6) For Participants, taking part in the competition involves total unconditional acceptance of the regulations and clauses in the Regulations herein without limitation.

7) The Court of Milan will have exclusive jurisdiction with regard to any interpretation or application of these regulations.