

## CONCURSO "COLOREA Y GANA" DE 123RF

### TÉRMINOS Y CONDICIONES

#### CALENDARIO DE LAS CONDICIONES DE PARTICIPACIÓN

<b>Organizador</b>	Inmage Lab Pte. Ltd.
<b>Concurso</b>	Concurso 123RF X Wacom Colorea y Gana Gana una Pen Tablet One by Wacom con tu mejor obra de arte
<b>Periodo del concurso</b>	El Concurso comienza a las 00:00:00 (hora del Pacífico) del 11 de enero de 2023 y finaliza a las 23:59:59 (hora del Pacífico) del 25 de enero de 2023. Todas las inscripciones recibidas fuera del periodo del concurso serán automáticamente descalificadas.
<b>Elegibilidad</b>	<ol style="list-style-type: none"><li>1. Este Concurso está abierto a todas las personas mayores de dieciocho (18) años al inicio del Periodo del Concurso.</li><li>2. Residentes de Japón, Italia, Korea, y Francia no están autorizados a participar en este concurso</li></ol>
<b>Método de participación</b>	<p>Los participantes son elegibles para ganar cuando hayan completado los tres (3) pasos de la mecánica del concurso:</p> <ol style="list-style-type: none"><li>a. Descargar y utilizar la hoja para colorear dada a través del enlace de descarga en el Blog del Concurso 123RF.</li><li>b. Añadir color a la hoja para colorear;</li><li>c. (Opcional) añadir otros elementos a la hoja para colorear (sin tapar ningún elemento principal).</li><li>d. Envíe* a través de Facebook, Instagram y Twitter con los hashtags <b>#123RFCOLORNWIN</b> y <b>#WacomColorContest</b> y etiquetar a @123RF y @wacom.</li></ol> <p>*Las publicaciones deben hacerse públicas para poder ver los envíos. Si el post no se ha hecho público, el envío será descontado.</p>
<b>Detalles de la evaluación</b>	<p><u>Verificación de las participaciones</u></p> <ol style="list-style-type: none"><li>1. Todas las inscripciones se juzgarán según estos criterios:<ol style="list-style-type: none"><li>a. Creatividad: 50%.</li><li>b. Compromiso de la publicación (me gusta, comentarios, acciones): 50%</li><li>c. En caso de empate, a discreción del juez: para desempatar</li></ol></li></ol>
<b>Premios</b>	<p><u>Premios</u></p> <ol style="list-style-type: none"><li>1. 6 x One by Wacom Pen Tablet</li></ol> <p><u>Notificación al ganador</u></p> <ol style="list-style-type: none"><li>1. El ganador será informado a través de la página del blog del concurso, del correo electrónico y de las redes sociales.</li><li>2. El Ganador se someterá a otra ronda de verificación sobre dónde enviar el premio.</li></ol> <p><u>Anuncio del ganador</u></p>

	<ol style="list-style-type: none"> <li>1. El Ganador será anunciado a través de la Página del Blog del Concurso y del correo electrónico.</li> <li>2. El ganador se anunciará en los distintos canales de redes sociales de 123RF.</li> </ol>
<b>Reclamación del premio</b>	<ol style="list-style-type: none"> <li>1. El Premio se tramitará para su entrega al ganador en un plazo de <b>21 días</b> a partir de la fecha de reclamación por parte del Participante. El Organizador se reserva el derecho de ampliar los plazos indicados en esta cláusula por razones ajenas al Organizador.</li> <li>2. El Organizador no será responsable de cualquier pérdida o daño que se produzca en los premios durante el proceso de entrega.</li> <li>3. Cualquier premio no reclamado después de tres (3) meses desde la fecha del anuncio o de la notificación de la reclamación del premio, lo que ocurra antes, dará lugar a la descalificación y pérdida del Premio. El Organizador se reserva el derecho de prorrogar los plazos indicados en esta cláusula por razones ajenas a su voluntad.</li> <li>4. Los Organizadores se reservan el derecho de sustituir el premio anunciado por otro de igual o mayor valor monetario en caso de que no esté disponible o no se pueda entregar por cualquier motivo.</li> <li>5. Cada ganador sólo puede ganar 1 premio.</li> <li>6. Los participantes podrán enviar tantos trabajos como deseen.</li> </ol>

This Schedule to Conditions of Entry must be read together with the Conditions of Entry available at <https://www.blog.123rf.com/color-win-contest> (collectively, “**Terms and Conditions**”) and shall be binding on all participants who participate in this Contest (hereinafter referred to as “**Participants**”, “**Participant**”, “**You**”, “**you**”, “**your**”).

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## CONDITIONS OF ENTRY

### 1. Introduction

- 1.1 This Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between the Conditions of Entry and the Schedule to Conditions of Entry, the Schedule to Conditions of Entry prevails. The Conditions of Entry and the Schedule to Condition of Entry shall collectively be referred to as the “Terms and Conditions”. Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Schedule to Conditions of Entry. Defined terms will be used singular or plural.
- 1.2 The Organizer reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to change the Terms and Conditions including to change the Contest Period, make Prize substitutions, cancel, terminate, or suspend the Contest in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Contest will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organizer’s decision on all matters relating to the Contest including judging and selection of winners will be final, binding, and conclusive on all Participants, and no correspondence or appeals will be entertained.

## **2. Contest Entries**

- 2.1 By submitting an entry to the Contest, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.
- 2.2 All costs and expenses incurred and/or arising from the participation in the Contest, including without limitation, telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Contest shall be solely borne by the Participant.
- 2.3 Proof of submission of an entry is not proof of receipt, and the Organizer shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organizer is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of our telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet.

## **3. Eligibility**

You must have attained the age of eighteen (18) or the age of majority within your legal jurisdiction before participating in the Contest and submitting any personal information.

## **4. Ineligibility**

The following groups of persons shall not be eligible to participate in the Contest:

- (a) Employees of the Organizer and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- (b) Employees of the Organizer's agencies associated with the Contest and their immediate families (spouse, children, parents, siblings, and their spouses).

## **5. Disqualification**

- 5.1 The following entries will be disqualified:
  - (a) unclear, incomplete, illegible or incorrect entries; and/or
  - (b) entries that violate the Terms and Conditions, any applicable laws and/or regulations.
- 5.2 In addition, the Organizer reserves the right to disqualify any Participant that:
  - (a) undermines, has, or attempted to undermine the operation of the Contest by fraud, cheating or deception; and/or
  - (b) are not eligible or unable to provide proof of eligibility to participate in the Contest for verification by Organizer when requested.
- 5.3 In the event of a disqualification after a Prize has been awarded, the Organizer reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.

## **6. Prizes**

- 6.1 It is the responsibility of the Participant to provide correct, up-to-date details when entering the Contest. The Organizer reserves the right to verify the winner based on the details provided by the Participant where there are reasonable grounds to believe there has been a breach of the Terms and Conditions.
- 6.2 The Organizer, its agents, sponsors, and representatives shall have no liability to any Participant who defaults in claiming the Prizes in accordance with the Prize Claim/Delivery Date in any respect whatsoever. The Organizer reserves the right to determine how unclaimed Prizes will be dealt with.

- 6.3 Prizes are strictly not transferable, assignable, exchangeable, or redeemable by the Participant in any other form or manner other than that specified by the Organizer.
- 6.4 Any additional costs and taxes incurred not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Winner.
- 6.5 All Prizes must be taken according to the terms and conditions of the Organizer, its agent, sponsor or third party providing the Prizes.
- 6.6 Prize(s) are given out on an “as is” basis. The Prize shall be used/taken entirely at the risk of the Participants and the Organizer excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.

## **7. Publicity**

The Organizer may use a Participant’s entry including without limitation, photos, drawings, text, and any other content or information including the full name of the Participant, personal mobile number, email address and shipping address submitted for purposes of the Contest, and the Participant’s name, photo and/or likeness, for advertising, publicity and Contest of any goods or services of the Organizer, for an unlimited time throughout the world without compensation, and in any media solely for the purposes of the Contest. The Participant shall do all things necessary to give effect to this if requested by the Organizer.

## **8. Intellectual Property Rights**

The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made, or created by the Participant in connection with the Contest and any derivative works arising therefrom will perpetually and unconditionally be vested in, assigned to and owned by the Organizer. The Organizer has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participant waives all rights he or she may have in such materials or works.

## **9. Indemnity**

Each Participant agrees to indemnify, release and hold harmless each of the Organizer, its holding, subsidiary or related companies, directors, officers, employees, agents, sponsors and/or representatives against any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Participant’s participation in the Contest, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Contest or violation of the Terms and Conditions.

## **10. Limitation of Liability**

- 10.1 The Participant’s participation in the Contest shall be solely at the Participant’s own risk.
- 10.2 The Organizer, its, directors, officers, employees, agents, sponsors and/or representatives shall not be liable to any Participant in respect of any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained by the Participant arising out of or in connection with the participation by the Participant in the Contest, as well as the redemption and/or utilization of any Prize won.

## **11. General**

- 11.1 The Organizer, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Contest and the Terms and Conditions where they are unable to do so as a result of circumstances beyond their control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.

- 11.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and Contest materials) in connection with this Contest, that relates to the Prize, are the properties of their respective owners. This Contest and the Organizer are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organizer's group of companies.
- 11.3 The Participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Organizer shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by the Organizer.
- 11.4 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Contest.
- 11.5 Where the Terms and Conditions of the Contest is prepared in English and any other language(s) in the event of any inconsistency between the English language and the other language(s), the English language version shall prevail and govern in all respects.
- 11.6 The Terms and Conditions of the Contest shall be construed, governed, and interpreted in accordance with the laws of Singapore.

## **12. Privacy Notice**

By participating in the Contest, the Participant agrees to the processing of the Participant's Personal Data by the Organizer in accordance with the Privacy Policy in <https://www.123rf.com/privacy.php>.

Last Updated: 27th January 2022

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