



**INTERNATIONAL
ANIMATION
*AWARDS 2010***

THE FRENCH INVASIONS OF PORTUGAL AND THE LINES OF TORRES VEDRAS

**SUBMISSION
AGREEMENT**

BANG IT
NOW!

www.bang-awards.com



IN EFFECT FROM: 10 MAY 2010

Thank you for your interest in participating in BANG – International Animation Awards 2010: “The French Invasions of Portugal and the Lines of Torres Vedras”. All and any submissions of materials or content to Nau Identidade Ltd and / or any of their affiliates or subsidiaries, in this context, are immediately bound by the terms and conditions of this Submission Agreement and the Competition Rules.

All and every submission of materials or content to Nau Identidade Ltd immediately assumes that the Participant has read, understood and accepted, without reservation, this Submission Agreement and the respective Competition Rules.

Acceptance of Entries

The entry will only be considered complete when the Participant has accepted this Submission Agreement and the Competition Rules.

The Participant, on submitting his or her entry, acknowledges that the words “I” or “me” when used in this Submission Agreement refer to: (1) to me, as both individual or as a corporate body; (2) to any corporate body which is owned by me or, on the other hand, any corporate body which, for any reason, exerts control over me or is commonly or reciprocally controlled; (3) to affiliates, other subsidiaries or subsidiaries of such affiliates; (4) to agencies, agents, employees, shareholders who hold or have participated in my work.

In the case of group work entered for the Competition – more than one person, whether individual or incorporated – the word “I” should be read as “we” and this Submission Agreement applies equally to all its members.

The Competition Rules form an integral part of this Submission Agreement, so that the Participant, on submitting his or her work, automatically accepts the regulations laid out in both documents.

Terms for Acceptance

Participation in the Competition is considered complete with the acceptance of the Competition Rules and the Submission Agreement.



1. Authors' rights and the content of the work

I hereby declare and guarantee that I own all the authors' rights and registrations, where applicable, regarding the work entered for this Competition.

I further declare that:

(1) I am the author of the entry and that it is not subject to any authors' rights owned by third parties, confidentiality or publicity rights;

(2) The entry does not contain false assertions nor false representations which might harm the Municipality of Torres Vedras, Nau Identidade or any other sponsor, promoter, Participant, competition collaborator or other third parties;

(3) The entry and its use are governed by the Submission Agreement, declaring, to whomever it may concern, that the entry is not: illegal, obscene, defamatory, slanderous, threatening, pornographic, abusive, misleading, harassing, racially discriminatory in its content, and does not encourage behaviours which could be considered criminal or which violate any laws;

(4) The entry does not impersonate nor represent any person;

(5) The entry does not include any type of virus, code or other material which, at any point in its use, wipe or alter data and /or information or prejudice the operation of any computer system, equipment or software or allow anyone to access any system, equipment or software without authorisation;

(6) I have the right to confer all and every licence described in the Submission Agreement and use of the content or materials entered for the Competition do not require any payment or rights of any type to me or to third parties.

Equally, I understand, declare and guarantee that:

(1) I should be the owner of all rights pertaining to the creation of my entry / content and /or participation in the Competition and that Nau Identidade, sponsors or any other Participant or collaborator in the Competition are in no way, shape or form responsible for it;

(2) During the Competition (see the Competition Rules) I am prohibited from exploiting, in any way, or allowing third parties to exploit, the entry, or any part thereof, in the Competition without the prior approval of Nau Identidade;

(3) I am aware of the responsibilities inherent in participation in the Competition and I will collaborate and obey the Competition Rules and the Submission Agreement throughout the entire period of the Competition.

2. Indemnity

Thus, I accept, that I will indemnify the entities involved in the Competition – whether they be organisers, producers, sponsors or partners – for and from any complaint, offence, expense (including legal costs) or losses against any of the abovementioned entities, which result from the entry I am submitting for the Competition.

3. Rights

I am the holder of all rights in and for the submission of my entry to the Competition.

Notwithstanding the abovementioned, I guarantee Nau Identidade general / universal licence to distribute, reproduce, project, transmit, publish, archive or encode the content in all media distribution



channels and execute the above in content rights or make excerpts or works derived from same, as well as to use my voice, name, credits and biography to promote the work, the competition or the website in all and any distribution media and channels.

4. Limit of responsibility for loss

I declare that I have kept at least one copy of the Competition entry, in case the entry should be damaged or lost, without implying any such obligation or responsibility on Nau Identidade or any other promoting body or Competition sponsor.

5. General responsibilities

(1) I accept that neither Nau Identidade nor the Competition sponsors are and shall not be responsible for any reactions and / or commentaries, classifications or replies relating to the entries.

(2) I declare that I am submitting my entry voluntarily, without confidentiality, and that my entry does not imply any confidential or fiduciary relationship between myself and Nau Identidade or any of the sponsors. The use of excerpts from my entry by the public does not confer any responsibility on Nau Identidade nor on their sponsors by myself or any other individual or entity who might claim rights through me.

(3) I understand that, given the fact that Nau Identidade and its co-sponsors of this Competition operate in the area of web content and entertainment, Nau Identidade has privileged access to ideas, stories, designs and other literary materials and that new ideas are constantly being submitted to them and being developed by their employees. I also understand that many ideas or stories might emulate, similarly or identically,

my entry and / or theme, idea, screenplay, format or in some other way. I understand and accept that I will not have the right to any compensation as to the use of any similar or identical material.

(4) During the maximum term permitted by law, in no circumstances will the entities involved with the organisation of the Competition be held responsible for direct, indirect, consequential, accidental, special or any other damage or damages (including, without limitations, damages for loss of profit, business interruptions, loss of commercial or other information), resulting from participation in the Competition, use of the entry, the awarding of prizes or the use of the website.

(5) The presentation of my entry and the use of the website is exclusively my responsibility. The entities involved with the organisation of the Competition cannot be held responsible for any delays, inaccuracies, errors or omissions on the concessions or the website. All and every risk regarding the quality, accuracy, appropriateness, integrity, exactitude and validity rests solely with the Participant concerned.

(6) In no case and under no circumstances are the entities involved in the organisation of the Competition to be held responsible for any unauthorised use of the website and / or the entry by any third party.

6. Miscellaneous

On entering this Competition, each Participant agrees that the entities involved in the organisation of the Competition and their respective agents, representatives, holding companies, affiliates, subsidiaries and legal advisers, as well as all their respective employees, shareholders, administrators and directors,



are not responsible and will be exempt from any:

(1) Delay, loss, damage, deviation, embezzlement, inaccuracy, incompleteness or missent e-mail, form of publicity or other sort of defective communication;

(2) Poor operation, defect, failure or difficulty of any kind relating to telephones, electronic equipment, hardware or software, network, internet or computer;

(3) Conditions caused by events resulting from any force majeure and out of the control of the entities involved in the organisation of the Competition which results in the entries being corrupted or the Competition suspended;

(4) Printing, human, typographic or other errors or ambiguities in (or involving) any materials associated with the Competition;

(5) Complaints relating to participation in the Competition;

(6) Acceptance, possession or use of any concession, including, without limitations, personal injury, death and property damage resulting therefrom;

(7) Credit based on publicity rights, defamation or invasion of privacy.

In the case of any complaint or dispute, the sole recourse for the competitors is to restrict themselves to the laws for damages, should such exist, and the Participants are not permitted to impede or restrict the distribution, publicity, promotion or any other type of exploitation (in any type of media) of the website, the competition, and / or any intellectual property in the possession of or licensed to the entities involved in the organisation of the Competition by their holding companies and affiliated bodies.

The sponsor or any other entity promot-

ing the Competition reserves the right to, at their sole discretion, prohibit any competition entrant or disqualify any Participant whom they consider, on their own criteria, has interfered with the entry process or the running of the Competition; who attempts to go against the correct functioning of the Competition by deceit, computer piracy, hacking, fraud or any other dishonest practice; who has broken the Competition Rules and / or the Agreement Governing the Submission of Entries or who acts in a disruptive manner, with the intention of disturbing, abusing, threatening or importuning any other person.

The sponsor or any other entity promoting the Competition can suspend or cancel the competition if, in their opinion, there is any suspicion or evidence of any violation of the Competition Rules or any other lack, event or activity which could affect the integrity of the Competition.

The sponsor or any other entity promoting the Competition is not obliged to award any prize to a Participant who has been involved, or who is suspected of having been involved, in any improper action with reference to the Competition.

The Participant understands and accepts that, except where expressly defined in this document, the Submission Agreement does not confer and does mean to confer any rights to any persons not party to it.

This Submission Agreement constitutes the entire agreement between the parties, with respect to the matters herein described, and can not be modified or altered except by way of a written agreement which has been signed by both the Participant and Nau Identidade.

Should any part of this Submission Agreement be considered as invalid or not executable, the same shall be inter-



preted in accordance with the applicable laws so as to reflect, as far as possible, the original intentions of the parties. The remainder will retain its full force and effect.

The rubrics used in this Submission Agreement are only for convenience and shall not have any effect on the legal interpretation or execution of the terms expressed herein.

This Submission Agreement entails and shall benefit each of the parties to it and the legal successors or representatives of the Participants.

Nau Identidade can, freely, license or delegate this Submission Agreement and any of the rights expressed herein. However, these are personal in nature and should not be attributed, transferred or delegated to anyone. Any attempt by the Participant to attribute, transfer or delegate this Submission Agreement shall be considered null and void.

7. Suspension of this Submission Agreement

In the case of a Participant wishing to suspend their competition entry, he or she should send an e-mail to **info@bang-awards.com**, addressed to Nau Identidade, communicating their withdrawal and giving the personal details that were provided to the entity in question when they entered the competition.

8. Legislation and Jurisdiction

All aspects and questions relating to the construction, validity, interpretation and execution of the Competition, or to the rights and obligations of the Participants and the Competition organisers, are go-

verned by the and in accord with the laws of Portugal.

Any dispute which arises about or in relation to this Submission Agreement must be resolved exclusively through Portuguese courts and each of the parties mentioned herein agrees, without reservation, to the sole jurisdiction of the Portuguese courts.

Should any provision or part of any provision not be executable, the same shall be considered null and void or without effect, and be interpreted rigorously in conformity with the applicable legislation, reflecting, wherever possible, the original intentions of both parties. The remaining provisions shall retain their full force and effect.

BANG IT
NOW!

www.bang-awards.com



Organization



Torres Vedras
Câmara Municipal



Promoters



Production



Presidência da República

High Patronage



International House
TORRES VEDRAS



Supports



Media Partners