

TERMS AND CONDITIONS FOR THE SAFE CREATIVE API'S CONTEST

1. ORGANIZING COMPANY

The organization of the contest for the development of programs, software or plugins for Safe Creative's API is promoted by Safe Creative S.L., with ID Number B99161739 and legal address in Saragossa, at Calle Bari 39, Edificio "Binary Building".

2. OBJECT OF THE CONTEST

Safe Creative is an open platform for copyright registration and information. Safe Creative presents a new access means to the system: an API (Application Programming Interface) or interface that shall be used by other programs and systems in order to render certain operations relating to the automatic registration and consultancy of Safe Creative's data base.

We want to celebrate the launch of this innovative system to register and consult the works deposited at Safe Creative, with a contest among the best programs rendering operations of registration or consultation with Safe Creative's registry through its API, i.e., registration through third parties' software, content management systems, remote look up to the works' rights or authors, etc.

3. ACCEPTANCE OF THE TERMS

The participation in this contest means the fully and unconditional acceptance of the present binding terms. The fulfillment of the requirements established herein is compulsory to accept the candidates as valid participants.

4. PARTICIPATION REQUIREMENTS

Any person included and over 18 years old, who accepts the present terms, may be accepted as a participant, excluding the employees of the organizing company.

The participant must be the author or right holder of all the intellectual property rights over the software subject of this competition or, in case it is partially based on third parties' code, she shall have the duly authorization of the right holder in order to participate in this competition (for example, through the so-called "Open Source Licenses").

5. DURATION

The competition will start on October 1st, 2009 at 00:00 GMT and will end on December 31st, 2009 at 23:59 GMT.

6. DELIVERY OF THE WORKS

Users interested on participate in this competition must fill out correctly the form available at Safe Creative's blog (<http://en.safecreative.net/> and <http://labs.safecreative.net/>) and send it to the email address apicontest09@safecreative.org.

In the form, the participants must provide the URL where the candidate's project will be published, or must send along with the form the source code and the compiled binary, with an installable or executable file.

7. INTELLECTUAL PROPERTY

The participant guarantees that the software sent to Safe Creative is original and, thus, does not infringe third parties' rights (including but not limited to Intellectual Property Rights, Trademarks, Patents, etc.). Therefore, the participant shall indemnify and hold Safe Creative harmless from any claims, damages, expenses, loss or liability of any kind or nature, brought by any third party for the infringement of his legitimate rights.

All the works must bear a GPL-License (from the Free Software Foundation) on any of its versions or any other license that permits the free and open availability of the source code of the project, including the permission to make derivative works based on it.

The work must include the text of the license, whether it is published or sent directly to Safe Creative, along with the authors involved in the project.

A breach of these requirements will mean the non-participation or the expulsion of the candidate from the competition.

Safe Creative will make available, when tested, all the candidates works; the projects will be available respecting each license at Safe Creative's download area, at the URL facilitated by the participant, or in any other place that Safe Creative might decide in the future.

8. PROHIBITIONS

It is strictly prohibited the deliverance of malicious software, viruses, Trojans, or any other piece of software that render concealed functions or non-related with the purposes stated in Point 1, or that, in any way, could harm computer systems, hardware or could violate the binding laws. The breach of this rule will mean the unconditional disqualification of the participant and the reservation of taking legal actions against him. Safe Creative reserves its right to test, compile and analyze the functioning of the work before publishing it on its website, and before considering it valid for the competition, in order to verify that it comply with the rules stated herein.

9. PRIZES

The prizes are the ones listed below, which will not be exchangeable or refundable:

1. Computer Sony Vaio W11S1E/T
2. Console PS3 Slim 120 GB
3. Portable Console GP2X Wiz

The author will be the sole responsible for the tax obligations related with the prize.

10. JURY, CRITERIA AND JUDGMENT

The Jury will be formed by the Safe Creative's Technical Team.

The criteria to evaluate the work will be the following:

1. To Simplify or make easier the registration procedure to authors and creators.
2. To provide the knowledge of the rights and the authorized-uses of the works.
3. Originality of the concept: new uses and possibilities on the online content distribution, which may be compatible with the uses of the "Copyright" and "Copyleft" systems.

The jury judgment will be published on January 15th, 2010, at the Safe Creative's blog (<http://es.safecreative.net> and <http://en.safecreative.net>)

The decision of the jury cannot be appealed.

If under the jury's opinion none of the participant work reaches the standard level of quality, the prize will not be given in whichever category it may be.

11. DISTRIBUTION OF THE PRIZES.

The company will contact the winners through the email address provided on the application form, in order to communicate the prize and arrange the shipment.

The shipment fees for the prizes will be carried by the organizing company.

12. PUBLICATION OF THE WINNERS' IDENTITIES.

The winners hereby accept the disclosure and therefore the publication of their names and last names on the different media that Safe Creative may consider appropriate.

13. PERSONAL INFORMATION.

The personal data received by Safe Creative from the participants will be included in an automated file property of Safe Creative and treated under the existing legislation in data protection. Participants' personal information will be used by Safe Creative to carry out the present promotion.

Participants expressly authorize Safe Creative to inform them, through the email, of new services, promotions and commercial actions that the company may organize. The rights of opposition, access, modification or cancelation of these data will be carried out through a written application to Safe Creative, to the email address info@safecreative.net.

14. JURISDICTION AND GOVERNING LAW.

This contest is regulated under the Spanish Law. Safe Creative and the participants expressly renounce to any other jurisdiction but the Spanish one, the Spanish Tribunals will be chosen for any dispute that may arise from the present promotion.