

## TERMS AND CONDITIONS

### ROSE D'OR FESTIVAL 2010

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#### ARTICLE 1 – TERMS AND CONDITIONS

- a. The Rose d'Or AG (hereinafter referred to as the «Festival Committee») organises an annual television festival (the «Rose d'Or Festival») which hosts an international competition for arts and entertainment programmes.
- b. All services provided by the Rose d'Or Festival can be booked only online, using the respective entry forms on the official Rose d'Or website ([www.rosedor.com](http://www.rosedor.com)). Only in exceptional circumstances and upon prior notification, the Festival Committee will be able to make an exception.

#### ARTICLE 2 – FEES AND DEADLINES

- a. All Competition Entries must be submitted and received no later than April 16, 2010 (the «Competition Deadline»).
- b. For each entry a non-refundable Competition Entry Fee must be paid:
  - CHF 350.- (Swiss Francs) for each entry that has been submitted on or before January 15, 2010 («Early Bird Fee»);
  - CHF 400.- (Swiss Francs) for each entry that has been submitted after January 15, 2010 but not later than April 27, 2010;
  - CHF 100.- (Swiss Francs) additional charge for each entry that has been submitted into the Social Award category.
- c. All Out of Competition Entries must be submitted and received no later than July 16, 2010 (the «Out of Competition Deadline»).
- d. For each entry a non-refundable Out of Competition Entry Fee must be paid:
  - CHF 180.- (Swiss Francs) for each entry that has been submitted on or before April 30, 2010 («Early Bird Fee»);
  - CHF 200.- (Swiss Francs) for each entry that has been submitted after April 30, 2010 but not later than July 16, 2010.
- e. Delegate Accreditation Fees:
  - CHF 800.- (Swiss Francs) per delegate for accreditations before February 28, 2010 («Early Bird Delegate Fee»);
    - 10% discount => CHF 720.- (Swiss Francs) per delegate for delegations with three (3) or more delegates;
    - 20% discount => CHF 640.- (Swiss Francs) per delegate for delegations with ten (10) or more delegates.
  - CHF 870.- (Swiss Francs) per delegate for accreditations after February 28, 2010 («Regular Delegate Fee»);
    - 10% discount => CHF 783.- (Swiss Francs) per delegate for delegations with three (3) or more delegates;
    - 20% discount => CHF 696.- (Swiss Francs) per delegate for delegations with ten (10) or more delegates.
- f. The usage of the Film Kiosk Booths is included in the Delegate accreditation fee. For guaranteed Film Kiosk Booth availability at a specific time, a booth can be booked in advance. In that case the following Film Kiosk Booth reservation fees are applicable (one (1) booth can be used by two delegates simultaneously):
  - For Film Kiosk Booth reservations made before February 28, 2010 («Early Bird Film Kiosk Booth Fee»):
    - CHF 270.- (Swiss Francs) for one (1) time slot per booth;
    - CHF 450.- (Swiss Francs) for two (2) time slots per booth;



- CHF 540.- (Swiss Francs) for one (1) booth for one (1) whole day;
  - CHF 1800.- (Swiss Francs) for one (1) booth for the duration of the whole Rose d'Or Festival (September 18 – 22, 2010).
- For Film Kiosk Booth reservations made after February 28, 2010 («Regular Film Kiosk Booth Fee»):
    - CHF 300.- (Swiss Francs) for one (1) time slot per booth;
    - CHF 500.- (Swiss Francs) for two (2) time slots per booth;
    - CHF 600.- (Swiss Francs) for one (1) booth for one (1) whole day;
    - CHF 2000.- (Swiss Francs) for one (1) booth for the duration of the whole Rose d'Or Festival (September 18 – 22, 2010).

### ARTICLE 3 – PAYMENT AND REFUNDS

- a. Prices as well as additional fees such as taxes are stated directly on the respective form. Payments must be made in CHF (Swiss Francs). The price on the form is the price due after currency exchange. Please be advised that the Festival Committee will under no circumstances pay the exchange rates.
- b. Following payment options can be used:
  - Payment with credit card (Visa, MasterCard) or via PayPal: By submitting the credit card information on the respective form, the customer grants the Festival Committee the right to debit the credit card for the respective fee of the booked service. The online payment service is provided by Saferpay;
  - Payment via bank transfer: Upon receipt of the invoice, bank transfers must be made to the bank account of the Rose d'Or Festival within 10 days (the invoice will be sent per e-mail to the contact person for the entry).
- c. If full payment has not been received on time to meet the respective payment deadlines, the booked services will be cancelled by ruling of the Festival Committee.
- d. The individual refund policy is stated either directly on the entry form or in the respective Rules and Regulations.
- e. In case of Force Majeure or in the event of an illness preventing attendance of the whole Rose d'Or Festival or single events, a refund of the full Delegate Accreditation Fee paid will be granted. A handling fee of CHF 100.- (Swiss Francs) will be charged. A justification proof will be requested.

### ARTICLE 4 – DATA VALIDITY, PROTECTION AND GRANT OF RIGHTS

- a. Correct entry information is the responsibility of the entrant; no review or proof reading will be provided. The Festival Committee is not liable for any incorrect listings that are the result of incorrect or misspelled information provided on the respective entry form. Entrants warrant that all of the information provided on the entry form is true and correct and has been verified by all parties involved.
- b. All information provided by the entrant on any entry form published on the official website of the Rose d'Or Festival will be used only in connection with the Rose d'Or Festival and for the indicated purposes the entrant has agreed upon by submitting the respective form. The provided information will never be sold and will never be shared with any third parties, under any circumstances without the entrant's consent.
- c. The sending of online forms and making online payments via the Rose d'Or Festival website is protected by Secure Sockets Layer (SSL). The SSL protocol enables encrypted, authenticated communications across the Internet and uses public key encryption mechanisms to protect data sent over the Internet.
- d. Entrants grant the Festival Committee the unrestricted right to use the entry information provided on the respective entry form for Rose d'Or Festival programming, publicising and advertising – including the «Rose d'Or Festival Programme Guide».



**ARTICLE 5 – THIRD PARTY VENDORS AND PRIVATE POLICIES**

- a. The Rose d'Or Festival official website may contain links to other sites. The Festival Committee is not responsible for the privacy practices or the content of such web sites or for the privacy policies and practices of other third parties.

**ARTICLE 6 – ACCEPTING THE TERMS AND CONDITIONS**

- a. The act of booking a service provided by the Rose d'Or Festival by submitting a form implies that the entrant has accepted and agreed to be bound by the present Terms and Conditions of the Rose d'Or Festival as set forth hereinabove.
- b. The Festival Committee reserves the right to change, modify or amend the Terms and Conditions at any time without notice.
- c. If for any reason the Rose d'Or Festival is interrupted, delayed or cancelled, or cannot be completed as planned, the Festival Committee reserves the right to postpone, suspend or terminate the Festival.
- d. If any provision of the Terms and Conditions is declared invalid or unenforceable, all other provisions shall remain in effect.

**ARTICLE 7 – GOVERNING LAW AND JURISDICTION**

- a. The Terms and Conditions of the Rose d'Or Festival shall be construed under and governed by the laws of Switzerland.
- b. The courts of Lucerne shall have exclusive jurisdiction over any dispute arising out of or in relation to the Terms and Conditions of the Rose d'Or Festival.

**JANUARY 2010**