

### **MYFLYRIGHT**

#### **Terms and Conditions**

(Status as of 29 August 2019)

## I. Application for the MYFLYRIGHT Essay Contest

- 1. The MYFLYRIGHT website is operated by the company MYFLYRIGHT GmbH, Hamburg. These Terms and Conditions apply exclusively to the MYFLYRIGHT Essay Contest.
- 2. We will only consider full applications submitted by the mentioned deadline on our Webpage. A full application consists of following personal data and documents:
  - a. First name
  - b. Surname
  - c. Address
  - d. Telephone number
  - e. E-mail address
  - f. Name of the registered university
  - g. Completed questionnaire
  - h. Curriculum Vitae (CV)
  - Essay article
- 3. It is necessary that you correct your data via email if this changes at a later stage. You can reach our colleagues at contest@myflyright.de.
- 4. You must not transmit any worms or viruses or any code of a destructive nature.
- 5. Furthermore, you must be 18 years or older and student of one of the cooperating universities.
- 6. All data processing operations shall be done exclusively in compliance with legal regulations and within the scope of these Terms and Conditions. By clicking "Submit" you agree that the personal data submitted by you may be saved electronically for the MYFLYRIGHT Essay Contest. Our Data Protection Statement shall be decisive for saving and disclosing of personal data.
- 7. By clicking "Submit", you give your explicit consent that we may send e-mails to the e-mail address submitted by you. All correspondence related to you will be sent at our discretion in either printed or electronic form (in particular, electronic mail or using an online form, etc.). All correspondence will thus be sent to your address or to your e-mail address submitted in your registration, unless you have informed us of any change to these addresses.
- 8. You hereby give your explicit consent that we may send you any documents, data and correspondence related to the MYFLYRIGHT Essay Contest by means of non-encrypted emails. In this respect, you shall release us from the duty of confidentiality and secure handling of data related to the mandate. You may disagree with e-mail correspondence at any time for a specific reason or with respect to a specific individual order.
- 9. We hereby inform you that the receipt of e-mails may be disturbed for technical or operational reasons, e-mails may contain viruses, e-mails may be lost, changed, altered or falsified, and that e-mails cannot be securely protected against unauthorized access of third persons. We shall not be liable for any disadvantages or damages that may result from the risks of e-mail operation.
- 10. MYFLYRIGHT does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, applications, or any other materials that you upload on the MYFLYRIGHT website or forward to MYFLYRIGHT. By participating on the MYFLYRIGHT Essay Contest, you hereby grant to MYFLYRIGHT a non-exclusive, fully paid and royalty-free, worldwide, limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate such content, including without limitation distributing



- part or all of the site in any media formats through any media channels.
- 11. The user agreement entered into between you and us shall be valid for an indefinite period of time and may be terminated at any time by either party. The right for extraordinary termination shall remain unaffected.

#### II. Rules

- 1. You must complete the essays independently it must be original and non-plagiarized work.
- 2. The closing date for contest applications is specified on our Webpage.
- 3. MYFLYRIGHT is not responsible for the incorrect or inaccurate entry of information, lost or late entries, or other errors or problems of any kind whether mechanical, human, or electronic. Incomplete or illegible entries will not be considered for the MYFLYRIGHT Essay Contest.
- 4. If for any reason the MYFLYRIGHT Essay Contest is not capable of being conducted as described, MYFLYRIGHT has the right to cancel, terminate, reschedule, modify or suspend the Contest
- 5. You are solely responsible for your conduct and any data, text, information, screen names, graphics, photos, profiles, audio and video clips, links ("Content") that you submit, post, and display.
- 6. You must not violate any laws in your jurisdiction (including but not limited to copyright laws).
- 7. If you win a prize money, it is up to you to tax it in the country where you are registered.

#### III. Selection Criteria

- 1. Three (3) prize winners will be selected by an independent jury.
- 2. The independent jury will consits of MYFLYRIGHT representatives, University representatives, contest cooperation partner and may include independent judges chosen by MYFLYRIGHT.
- 3. Entries will be judged on style, format and structure, level of research and impact of the idea with relevant weight being given to each criterion. Judges will look for clear and concise writing that is original, logically organized, and well supported.
- 4. The essays must demonstrate a comprehensive understanding of the themes and issues of Legal Tech area.
- 5. The decisions of the jury with respect to the selection of the winners, and in regard to all matter relating to this Contest, shall be final and binding.
- 6. The nominees for the three awards will be notified via email and must respond to the email notification within ten (10) days of receipt.
- 7. The final distribution of the prizes will take place on the Legal Teach Event organized by MYFLYRIGHT Legal Innovation Network in April 2020 in Hamburg, Germany. In order to be awarded all the nominees must be presented on the event and prepared to present their business ideas in front of the jury.
- 8. Noncompliance with these terms and conditions may result in forfeiture of the prize, and MYFLYRIGHT reserves the right to select alternative winners in such circumstance. If winner notification of the prize is returned as undeliverable, MYFLYRIGHT may, at its discretion, select an alternate winner.

# IV. Closing provisions

1. The German law shall apply. Application of the German private international law is excluded.



- 2. If you are a business person, a legal entity of the public law or public-law special property, Hamburg shall be the place of court for all disputes following, directly or indirectly, from this contractual relationship between you and us.
- 3. No different or additional agreements between the contractual parties exist and as a matter of principle, they require a text form if allowed by the law.
- 4. Invalidity or ineffectiveness of individual provisions of these Terms and Conditions shall have no effect on the validity of the remaining parts. Instead of the invalid provision, such provision(s) shall be valid that are legally effective or admissible by the law, as appropriate, and that most closely represent the purpose of the invalid or ineffective provisions and the intention of the parties.