

# A GREATER WALL

## OFFICIAL TERMS AND CONDITIONS

### 1. HOW TO SUBMIT

'A Greater Wall' invites you to design and create a wall artwork project (the "Artwork") in accordance with these Terms and Conditions and the instructions on the Site (as defined below), and to submit photograph(s) of your Artwork or paint directly in the website with the available tools. You acknowledge and agree that MURO Urban Art Festival shall not be responsible for any aspects of creating and/or otherwise executing the Artwork. To submit your work to the site, visit ([agreaterwall.com](http://agreaterwall.com)), read the Official Terms, and upload your work Photographs or work directly on the site. Submissions must comply with the Guidelines and Restrictions defined below. Submissions must be submitted in the following accepted file formats: .jpg (or picture from a phone). MURO Urban Art Festival reserves the right to cancel or modify these Official Terms in its sole discretion.

By submitting, each submitter warrants and represents the following with respect to their Submission: **(a)** submitter is the sole and exclusive owner and copyright holder of the Submission; **(b)** the Submission is 100% original and

does not include anything that would require the consent of any third party or that violates any law, regulation, ordinance or any third party right, including any third party copyrighted material, brand names or trademarks or any content that otherwise infringes on the privacy, publicity or other intellectual property or other rights of a third party; **(c)** any third party whose person or property appears in the Submission has given submitter appropriate consent; **(d)** the Submission is suitable for general audiences (i.e., it may not be obscene or indecent or contain objectionable content, including but not limited to nudity, sexual content, pornography or violent, illegal or profane depictions); and **(e)** the Submission does not contain material that is tortious, defamatory, slanderous or libelous or that promotes bigotry, racism, hatred, harm to any group or individual or discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.

### 2. LICENSE / USAGE

By providing a Submission, submitters fully and unconditionally agree to be bound by these Official Terms, which will be final and binding in all matters relating to the Program. By providing a Submission, each submitter grants MURO Urban Art Festival a royalty-free, irrevocable, perpetual license to use, reproduce, modify, publicly perform, distribute, display, publish, create derivative works from, sublicense or otherwise commercially and non-commercially use the Submission in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including but not limited to on any and all Internet media, including the Site, MURO's other web sites and properties and on social networking sites (i.e., Facebook, YouTube, Twitter etc.) and any other third party websites, print media, and/or broadcast media, without payment, compensation or further notification to or permission from submitter, for any legal purpose whatsoever. Submissions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in MURO Urban Art Festival's sole and absolute discretion.

You agree to be solely liable for your Submission and all content contained in it. You hereby waive any moral rights that you may have in your Submission in favor of MURO Urban Art Festival and anyone acting with the authorization of MURO Urban Art Festival. You shall have no right to inspect and/or approve any materials created by Company hereunder using your Submission. Receipt of Submissions will not be acknowledged or returned. MURO Urban Art Festival is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled Submissions, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by MURO Urban Art Festival. You hereby represent and warrant that you are at least 18 years of age or older and the age of majority in your jurisdiction of residence as of the date of submission.

### 3. SUBMISSION GUIDELINES AND RESTRICTIONS

By submitting, each submitter agrees that his or her Submission conforms to the Submission Guidelines and Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that MURO Urban Art Festival, in its sole discretion, may remove any Submission if it believes, in its sole discretion, that the submitter's Submission fails to conform to the Guidelines and Restrictions.

#### Submission Guidelines:

- The Submission must be created by the submitter;
- The Submission must be submitted in the following file formats: .png and .jpg;
- The Submission must depict your original artwork;

#### Restrictions:

- The Submission must be 100% original and submitter must be the sole and exclusive owner and copyright holder of the Submission;
- The Submission must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- Any third party whose person or property appears in the Submission has given submitter appropriate consent (which shall be provided to MURO Urban Art Festival upon request there of) for such person or property to be photographed and used as permitted herein.

- The Submission must be suitable for general audiences;
- The Submission must not in any way disparage MURO Urban Art Festival or any other person or party;
- The Submission must not contain material that is or through the use of the services may become inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where Submission is created; and
- The Submission cannot promote illegal drugs or firearms (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous.

You acknowledge and agree that the Submission may be developed into videos, print materials, advertisements or commercials for any purpose whatsoever including to promote and advertise MURO Urban Art Festival and its products and services. All decisions with respect to selecting and using such Submissions are in the sole and absolute discretion of MURO Urban Art Festival. MURO will evaluate Submissions based on adherence to Guidelines and Restrictions. MURO is not obligated to select or use any Submissions or to produce any materials containing such Submissions, such determination to be in MURO's sole discretion.



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### 4. ADDITIONAL TERMS

MURO Urban Art Festival reserves the right, in its sole discretion, to cancel, change, modify, terminate, or suspend this Program and to add or remove

portions from these Official Terms at any time. You are responsible for revisiting this page to review updates to these Terms.

### 5. LIMITATION OF LIABILITY / DISCLAIMER OF WARRANTIES

To the fullest extent permitted by law, in no event will the released parties be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of your access to and use of the site, downloading from and/or printing material downloaded from the site and any other websites associated with the program. Without limiting the foregoing, to the fullest extent permitted by law, this site is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages

or exclusion of implied warranties so some of the above limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions. Company is under no obligation to screen or monitor SUBMISSIONS but may review all SUBMISSIONS and post or remove such User Content from any social media site owned, administered, and/or monitored by MURO Urban Art Festival at its sole discretion, at any time, for any or no reason, with or without prior notice, and without liability, company will make all determinations as to what submissions are appropriate in its sole discretion.

### 6. DISPUTES / GOVERNING LAW

The parties waive all rights to trial in any action or proceeding instituted in connection with these official terms, including, without limitation, this site. Any controversy or claim arising out of or relating to these official terms and/or the program shall be settled by binding arbitration in accordance with the commercial arbitration rules of the Portuguese arbitration association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. These official terms and the interpretation of its terms shall be governed

by and construed in accordance with the laws of Portugal without regard to its conflicts of laws rules. For any matters which are not subject to arbitration as set forth in these Official Terms and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Terms and/or the Site, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of Portuguese courts. The parties agree not to raise the defense of forum non conveniens.

### 7. USE OF DATA

Company collects personal data about submitters online, in accordance with its privacy policy. By participating in the Program, each submitter hereby agrees to MURO Urban Art Festival's collection and usage of his or her personal information.

These Official Terms are effective as of and were last updated on April 27, 2017.