

# Newsweek

## Newsweek Readers' Choice™ Nominee Terms & Conditions ("Terms")

### **Eligibility.**

Eligible nominees must (a) not be a person or entity based in any of the following countries or regions: the Balkans, Belarus, Burma, Cote D'Ivoire (Ivory Coast), Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, North Korea, Russia, Sudan, Syria, or Zimbabwe; and (b) not be a person or entity under U.S. export controls or sanctions. By submitting this form, you warrant and represent that you have the requisite authority to act on behalf of the nominee and that the nominee shall be bound by the terms contained herein.

A nominee must be the owner of the work or must be authorized by the owner to submit the work.

Employees, interns, contractors, and official office-holders of Newsweek, their respective parent, subsidiaries, affiliates, and their respective directors, officers, employees, advertising and promotion agencies, representatives, and agents ("Search Entities"), and members of the Search Entities and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, interns, contractors, officers, and directors are ineligible to participate in the Newsweek Readers' Choice Awards.

Newsweek may require a nominee to provide additional information and documentation or to execute certain waivers or releases confirming eligibility. Newsweek reserves the right to disqualify from participation any nominee who fails to provide the requested proof of eligibility.

### **Content of Entries.**

All entries submitted to Newsweek for consideration must be truthful, original to the nominee, and complete. An entry should not contain any material that is offensive, disparaging, violent, pornographic or hateful or that violates the rights of any third-party (including any intellectual property rights or rights to privacy).

Any proprietary or sensitive business information included in or submitted with an entry should be cleared for Newsweek's use in connection with the Newsweek Readers' Choice Awards (which may include publication and distribution of the entry in any media throughout the world, including via Newsweek's website, social media channels and print magazine). Any personal data (such as any nominee's representative's name and contact information) shall be collected and shared in compliance with Newsweek's [privacy policy](#).

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Upon submission, all entries become the property of Newsweek and will not be acknowledged or returned. Newsweek reserves the right to move any entry to another category at Newsweek's sole discretion and/or disqualify any entry from consideration for failure to meet the eligibility requirements described herein or because Newsweek has reasonably determined that the entry is inappropriate for consideration.

Newsweek may in its sole discretion provide the nominee with materials created and owned by Newsweek which the nominee may use in order to promote their nomination and encourage voting ("Engagement Pack"). The Engagement Pack may only be used by the nominee during the 28-day voting period solely in the nominee's social media channels and marketing materials, and the nominee must cease using, displaying or disseminating the Engagement Pack in any format, immediately after such period ends.

## **Entry Review and Selection by Newsweek.**

Newsweek's panel of experts selects the nominees which are then considered by Newsweek's editorial team for shortlisting and voting on the Newsweek site. The medium and details of announcing the recognition will be determined by Newsweek.

The panel shortlists nominees drawing on their insights as industry experts. After Newsweek publishes the list of shortlisted entities on the newsweek.com website, the voting process will begin. Each voter can cast their vote once per category, every day, during the 28-day voting period. The votes will decide who earns the Readers' Choice seal of approval. Winners will be revealed within 7 days after the voting period ends.

Nominee acknowledges that such recognition may not be given or broadcast in the same way for every selected nominee.

All Newsweek's decisions with respect to eligibility and award-selection are final.

## **Representations & Warranties.**

By submitting an entry, you represent and warrant that (a) the nominee, the entry submitted and the work it concerns are in compliance with all eligibility criteria described herein and (b) the reproduction, publication, display, and/or other use of the entry by Newsweek in connection with the Newsweek Readers' Choice Awards, and their promotion and marketing, in any media, worldwide and in perpetuity, will not infringe on the rights of any third-parties or violate any applicable law.

## **Release & Indemnity.**

Each nominee agrees to release Newsweek, its employees, officers and directors, representatives, affiliates, agents, independent contractors and promotional partners (the "Released Parties") from any and all claims arising from the promotion and administration of the Newsweek Readers' Choice Awards and the administration,

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collection and use of any award. Each nominee further agrees to defend, indemnify and hold the Released Parties harmless from and against all liability that may occur, directly or indirectly, whether caused by negligence or not, from such nominee's participation in the Newsweek Readers' Choice Awards and his or her use or publication of any award received.

## **Force Majeure.**

The failure of Newsweek to comply with any provision of these Terms due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, pandemic or epidemic, act of public enemies, actions of governmental authorities or other "force majeure" event outside of the control of Newsweek will not be considered a breach of these Terms.

## **Jurisdiction and Dispute Resolution.**

Each nominee agrees that any dispute, controversy, or claim arising out of or relating to the Newsweek Readers' Choice Awards, including with respect to the breach, termination, or validity these Terms, shall be finally resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted in New York, New York, USA in English. The number of arbitrators shall be one (1). The arbitrator shall have the authority to award any relief that would be available in a court of law or equity, and such award (a) shall be final and binding upon the parties and (b) may be entered in any court of competent jurisdiction.

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