

## **TERMS AND CONDITIONS OF USE**

**Please read this page carefully.**

By using this website, [www.kronospanfoundation.org/architecturecompetition](http://www.kronospanfoundation.org/architecturecompetition), (the „Site”) you agree to be bound by the terms and conditions set forth herein.

These Terms and Conditions of Use of the Site („**Terms and Conditions**”) may be revised or updated by the Kronospan Foundation at any time, without any prior notification.

However, except as expressly provided elsewhere in the Site, these Terms and Conditions represent the entire agreement between you and the Kronospan Foundation with respect to the use of our Site.

### **1. The Site goal**

The Site is an online platform dedicated to the applicants to the Contest “Kronospan Architecture & Design Competition – Sustainability. Innovation. Wood.” developed by the Kronospan Foundation.

Thus, the Site creates the frame for candidates to apply in order to win the prizes offered by the Kronospan Foundation.

### **2. Acceptance of Terms and Conditions**

By using the Site you accept to be bound by this agreement, either you are a registered user or visitor.

Therefore, if you cannot accept these Terms and Conditions, please do not use the Site.

### **3. Copyright**

The Kronospan Foundation owns all the intellectual property rights over the Site, its name and content (text, graphics, photographs, videos, software, interactive features, structure and content of the database, passwords, access codes etc. necessary for the functioning of the Site) and observes at its turn the ownership of those who upload such content on the Site.

You undertake, by accepting the Terms and Conditions, not to prejudice the rights of property belonging to the Kronospan Foundation, to other users or third parties, and not to use content that does not belong to you just to your personal use, noncommercial. Violation of this obligation may result in disabling or close your account without prior notice.

You agree that the Kronospan Foundation discloses your identity to people who make us this request in case they pretend you’ve violated the intellectual property rights belonging to those individuals.

The use in any way of the content of the Site, it should be made only for the purpose which you have registered for on the Site. In this respect, no material may be distributed, downloaded, modified,

reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast, circulated, or otherwise used, if not expressly requested by the administrator for the purpose of the registration.

#### **4. Personal Data**

The Kronospan Foundation handles your personal data according to the provisions of the Law no. 677/2001 on the protection of individuals with regard to personal data processing and the free movement of such data as well as according to the principles mentioned in the Security Policy Section. Your personal data may be disclosed to third parties only in legally justified cases.

#### **5. Application process**

In order to apply, each Participant (the „**User**”) is required to fill in the Application Form, by:

- (i) providing true, accurate and complete personal information about his identity, work experience etc., as required in The Application Form;
- (ii) maintaining and renewing, if required, the registration data provided.

#### **6. Code of conduct**

By accepting the Terms and Conditions, the User agrees not to:

- (i) use the Site for commercial purposes;
- (ii) commit, promote or incite to any action considered illegal by any national or international law;
- (iii) change the Site in any way or measure;
- (iv) affect the security functions of the Site, access servers leased or owned by the Site without right;
- (v) affect the functionality of the Site;
- (vi) attempt to extract the source code from the Site;
- (vii) collect or use of content or personal information belonging to other Users of the Site using automated means as collecting software , robots , spiders, or scrapers type sites;
- (viii) register or post on the Site or transfer in any way *via* the Site, certain information or obscene, pornographic, or discriminatory content based on race, ethnicity, religion, gender, age and so on;
- (ix) register or post on the Site or transmit in any way *via* the Site, a content whose viruses may affect the functionality of any computer software or hardware belonging to the Site or its Users;
- (x) register or post on the Site or transmit in any way *via* the Site false information which does not represent him or which creates appearance of confusion regarding his person or his professional background (information about his professional skills, performance, qualifications, previous jobs etc.) or false accounts;
- (xi) infringe intellectual property rights belonging to the Site or any other persons than him, including by removing the signs that show ownership of those persons;
- (xii) use of information or content that he can access through the Site to provide services that can compete with the Site;
- (xiii) discredit the Kronospan Foundation or its representatives, or create appearances within the Site or anywhere outside of it that certain information or content emanates from Kronospan Foundation or that Kronospan Foundation supports or promotes them.

If the administrator of the Site will cancel its Account following his failure to undertake the above-mentioned obligations, the User is not entitled to receive any compensation.

## **7. Limitation of liability**

The Kronospan Foundation shall not be liable for indirect losses that the Users may suffer as a result of its use. This includes lost profits, loss of opportunity, data, reputation, goodwill etc.

The Site may host links (*links*) to other websites. Full liability for these sites lies with their owners. Therefore, the Kronospan Foundation cannot be held liable for damage or loss caused or alleged to be caused by information provided by other websites or resources for sending these links.

The Kronospan Foundation is not liable for damage caused by the malfunction of the Site or for those resulting from the inability to access certain links on the Site.

## **8. Notifications**

Please bring to our attention any breach of the Terms and Conditions set forth in this document at the following email address: [office@kronospanfoundation.org](mailto:office@kronospanfoundation.org)

## **9. Legislation and jurisdiction**

The governing law of this agreement is the Romanian law and the jurisdiction for dispute settlement belongs to the competent court located at the Kronospan Foundation premises.