

**POWER BI ZOOM FACTOR**  
**REPORT CONTEST**  
**TERMS AND CONDITIONS**

**ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.**

Please read these Terms and Conditions (“Terms”) carefully as they form a binding legal agreement between you and Data Visualization Software Lab Ltd, a Latvian corporation with principal place of business at 8B Gunara Astras Street, Riga, Latvia (“DVSL” or “Organiser”) with respect to the Contest.

The Terms include information about how we use your personal information when you register for the Contest (as defined below) or participate in the Contest. UNLESS YOU AGREE TO THE TERMS, YOU (1) MUST NOT REGISTER FOR OR PARTICIPATE IN THE CONTEST AND (2) ARE NOT ELIGIBLE TO RECEIVE PRIZES UNDER THE CONTEST.

CONTEST IS INTENDED FOR THE RESIDENTS AND/OR CITIZENS OF ARMENIA, ALBANIA, AZERBAIJAN, BELARUS, BOSNIA & HERCEGOVINA, BULGARIA, CROATIA, ESTONIA, GEORGIA, KAZAKHSTAN, KYRGYZSTAN, LATVIA, LITHUANIA, KOSOVO, SERBIA, MOLDOVA, N. MACEDONIA, MONGOLIA, MONTENEGRO, SLOVENIA, TAJIKISTAN, TURKMENISTAN, UKRAINE, UZBEKISTAN.

The words "include" and "including" as used in these Terms mean "including but not limited to". In these rules, “DVSL”, "we", "our", and "us" refer to Organiser and “you” and “yourself” refers to an eligible entrant.

## **1. OVERVIEW**

1.1. The Power BI Zoom Factor Report Contest (the “Contest”) is a skill-based contest where participants must develop a report using Microsoft Power BI and ZoomCharts Drill Down Visuals data visualization tool within Power BI that leverages the capabilities of Microsoft Power BI and ZoomCharts (e.g. reusable reports for and marketing purposes). The Contest is best suited for people interested in technology and innovation and possessing experience or interest in report creation using Microsoft Power BI. The report that you develop will be evaluated by judges, who will choose the winner(s) in accordance with these Official Rules. The prize(s) will be awarded to participant(s) with the highest score for the judging criteria. See below for the complete details. This is the first event of this kind and there might be subsequent similar events in future.

## **2. ORGANISER**

2.1. The Contest is organised by Data Visualization Software Lab Ltd (“DVSL” or “Organiser”), a Latvian corporation with principal place of business at 8B Gunara Astras Street, Riga, Latvia. ZoomCharts is the trademark of DVSL. Power BI is a trademark of Microsoft Corporation.

## **3. ELIGIBILITY**

3.1. You can enter the Contest as either Report Creator or Business User. If you apply as a Report Creator, no purchase is necessary to enter or win. Registering as a Report Creator prohibits you from entering Business Jury.

3.2. If you apply as a Business User, you need to purchase a ticket online on <https://zoom.bi> or use a voucher to redeem free access to the event. Registering as a Business User prohibits you from entering the contest as a Report Creator.

### 3.3. Ineligible Individuals.

3.3.1. You cannot participate in the Contest and will be immediately disqualified and forfeit all of your prizes if you are or become:

- i. person or entity under international sanctions;
- ii. otherwise prohibited by applicable export controls and sanctions programs;
- iii. a resident anywhere that the Contest is prohibited by law;
- iv. a current employee (including intern), contractor, officer, or director of DVSL or any of its affiliates.

3.3.2. Employees, interns, contractors, and official office-holders of DVSL and/or Microsoft and Microsoft distributors, and their parent companies, subsidiaries, affiliates, and their respective directors, officers, employees, advertising and promotion agencies, representatives, and agents (“Contest Entities”), and members of the Contest 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, officers and directors are ineligible to participate in this Contest. Organiser reserves the right to verify eligibility and to adjudicate on any dispute at any time.

3.3.3. You may participate in the Contest if you are at least eighteen (18) years of age at the time you register for the Contest.

3.4. Verifying Eligibility. DVSL reserves the right to verify your eligibility and to adjudicate on any dispute at any time. You agree to provide DVSL with any proof of eligibility requested by DVSL and your refusal or failure to provide such proof within ten (10) days of DVSL’s request will result in your disqualification from the Contest and forfeiture of any prizes.

3.5. Eliminations. Any false, incomplete, or inaccurate information provided within the context of the Contest by any entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Terms or the like may result in the immediate elimination of the entrant from the Contest.

3.6. Communications. All communications between DVSL and you, including the Contest Site and email communications, must be in English.

## 4. HOW TO ENTER

4.1. To enter the Contest, visit <https://zoom.bi> (“Contest Site”) and register as instructed. All the data provided through the registration process must be true, complete, accurate and provided in English.

4.2. Registration begins at 12:00:00 A.M. Eastern European Summer Time (EEST) Zone in Latvia on 29 April 2020 and ends at 11:59:59 P.M. EEST on 30 May 2020 (“Registration Period”).

4.3. Upon successful registration, you will receive an e-mail confirming that you have been registered to participate in the Contest. This confirmation may also comprise other Contest details and information needed in order to prepare submissions for the Contest.

## 5. CONTEST PERIOD

5.1. The Contest begins at 10:00:00 A.M. (EEST) Zone in Latvia on 19 May 2020 and ends at 11:59:59 P.M. EEST on 5 June 2020 (“Contest Period”). ENTRANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS.

- 5.2. LIMIT ONE (1) ENTRY PER PERSON. If you make multiple submissions, the last one you submitted will be used as your official entry. All submissions must be received by 12:00 p.m. (EEST) on 31 May 2020. Entries are void if they are in whole or part illegible or incomplete, counterfeit, or late.
- 5.3. If you enter the contest as a team member, you are allowed to register additionally as an individual participant and make additional submission of your own Entry. Such Entry must not be a derivative work of the team's submission and vice-versa.

## **6. SUBMISSION REQUIREMENTS**

- 6.1. The requirements for the reports to be developed ("Requirements"):
  - 6.1.1. Report has to be submitted in a PBIX file format.
  - 6.1.2. Report may contain multiple pages, however, limited to no more than 5.
  - 6.1.3. Report must contain at least one ZoomCharts Drill Down Visual on every report page. All Contestants will be provided with the visual and license key to use it for this Contest free of charge.
  - 6.1.4. You must use data that is free of any information that could be used to identify any private person and/or organization and that you have full rights to use, given that the submission might be made public.
  - 6.1.5. Report must be configured for both desktop and mobile (iPhone XS or similar).
  - 6.1.6. Report must not exceed 50MB in size.
- 6.2. The topic for the Reports will be announced at the beginning of the Contest Period.

## **7. SUBMISSION PROCEDURE**

- 7.1. Upon a completion of the Report, you need to submit it on the contest website <https://zoom.bi>
  - 7.1.1. To Submit the report, you need to login using your email and password, that was used during the registration.
  - 7.1.2. After login, you need to upload the PBIX file, link to a "Publish To Web" edition of your report, and a Vimeo or Youtube video URL with a screencast video of your Report (with voiceover or subtitles) explaining what problems and how this Report is solving.
  - 7.1.3. The purpose of the video screencast is to help Judges to understand how your Report is solving the challenges to be addressed. The video itself will be assessed and will affect your score.
  - 7.1.4. Requirements for the video screencast:
    - 7.1.4.1. Maximum of 5 minutes in length;
    - 7.1.4.2. Voiceover must be in English language – you can also use subtitles in English if voiceover is not possible.
    - 7.1.4.3. You must include overview of the data model and data source setup (max 1 minute).
- 7.2. Submission must be made by the end of Contest Period as provided in Clause 5.1.

## **8. GENERAL STANDARDS FOR SUBMISSIONS**

- 8.1. In addition to the Requirements, all entries must meet the following general standards:
  - 8.1.1. Your entry must be your own original work.
  - 8.1.2. The content of your entry and any supporting materials must be acceptable for all viewing audiences. We will automatically disqualify any entrant that submits any entry or supporting materials that contain content that we, in our sole and absolute discretion find obscene or

offensive, violent, defamatory, disparaging or illegal, or that promotes alcohol, illegal drugs, tobacco or a particular political agenda, or that communicates messages that may reflect negatively on the goodwill of DVSL or any Contest Entity.

## 9. THE PANEL OF JUDGES AND JUDGING

- 9.1. Each entry will be judged by Internal Jury and Business Jury (“Judges”). During the period from 12:00:00 P.M. (EEST) Zone in Latvia on 31 May 2020 until 11:59:59 P.M. EEST on 4 June 2020 (“Judging Period”) each Submission will be evaluated by the Judges based on the criteria as defined below.
- 9.2. Internal Jury consists of representatives of EY Latvia.
- 9.3. Business Jury consists of registered Business Users.
- 9.4. Judges will have no information about the submitting party of the report. You must not include any marking that would help Judges identify You in any way.
- 9.5. Employees, interns, contractors, and official office-holders Contest Entities, and members of the Contest 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, officers and directors, and Report Creators are ineligible to participate as judges in this Contest. Organiser reserves the right to verify eligibility and to adjudicate on any dispute at any time.

### 9.6. Preliminary assessment by Internal Jury.

#### 9.6.1. Assessment procedure

9.6.1.1. Step 1: Eligibility check will be done to determine if the Entry complies with the submission requirements and is technically and visually completed.

9.6.1.2. Step 2: Judges will review the video and the report.

9.6.1.3. Step 3: Judges will assess the report and score it based on some or all of criteria below.

9.6.2. **Scoring criteria.** Each entry will receive a score of 0-50, based on the following criteria:

9.6.2.1. How well the solution is presented in the video? (0 – min, 10 – max)

9.6.2.1.1. explanation of the issue (0 points: wasn’t explained; 1 point: briefly explained; 2 points: well explained);

9.6.2.1.2. clarity of delivery (0 points: wasn’t explained; 1 point: briefly explained; 2 points: well explained);

9.6.2.1.3. precision (e.g. applicability to report (sound/picture match)) (0 points: wasn’t explained; 1 point: briefly explained; 2 points: well explained);

9.6.2.1.4. understandability (0 points: wasn’t explained; 1 point: briefly explained; 2 points: well explained);

9.6.2.1.5. explanation of final finding (0 points: wasn’t explained; 1 point: briefly explained; 2 points: well explained).

9.6.2.2. How well the problem is solved? (0 – min, 10 – max)

9.6.2.2.1. Number of visualizations in report page. (0 points: No visualization or over 8 (cluttered); 1 point: visualizations do not contribute fully to challenge; 2 points: visualizations contribute to challenge and do not exceed 8 per page)

- 9.6.2.2.2. Are all established questions/challenges answered? (0 points: wasn't explained or no challenges defined; 1 point: briefly explained; 2 points: most or key challenges are addressed/answered; 3 points: all questions/challenges answered)
- 9.6.2.2.3. Data Model: Are all datasets relevant to the challenge that is being solved (does the data in them contribute to answering a question)? (0 points: more than one unnecessary dataset; 1 point: one unnecessary dataset; 2 points: all datasets relevant to challenge)
- 9.6.2.2.4. Data Model: Are all datasets connected and are the connections relevant? (0 points: all datasets are not connected; 1 point: all datasets are connected; 2 points: all datasets are connected and the connections are relevant; 3 points: all datasets are connected, connections are relevant and bidirectional)
- 9.6.2.3. How easy to understand? (0 – min, 10 – max)
- 9.6.2.3.1. How much is the text used for explanation? (0 points: more than 10 sentences; 1 point: less than 10 sentences and it is relevant; 2 points: text is concise and contributes to understanding of report)
- 9.6.2.3.2. Are the indicative colors in charts instinctually understandable? (e.g. Red – critical, alert; Green – no issues or mild) (0 points: color scheme is confusing; 1 point: main idea is understandable, but some details are confusing; 2 points: the meaning of the data is completely understandable)
- 9.6.2.3.3. Does it tell a story? (0 points: no discernible connection between data on report pages or charts on the page; 1 - 2 points: connection between different charts on the same page is understandable; 3-4 points: it is somewhat understandable how the data forms a narrative that answers the challenge; 5-6 points: the narrative and outcome is clear and understandable)
- 9.6.2.4. How easy to use? (0 – min, 10 – max)
- 9.6.2.4.1. Are graphs interactive (e.g. clicking on bar in one chart filters the data appropriately in others on the same page)? (0 points: none of the graphs are interactive; 1 point: some graphs are interactive (no more than 3 connections in all pages); 2 points: most of the graphs are interactive)
- 9.6.2.4.2. Response time. (1 point: there is noticeable lag in switching between report pages; 2 points: there is no lag.)
- 9.6.2.4.3. Use of advanced functionality:
- 9.6.2.4.3.1. Filters inside the report (e.g. user can filter the report data) (0 points: no filters; 1 point: there is a filter; 2 points: there is a filter and it is relevant to the challenge; 3 points: there are several filters and they are relevant to the challenge)
- 9.6.2.4.3.2. Use of layers (e.g. switching between different data representations on same data page) (0 points: no such functionality; 1 – 3 points on implemented use of layers, relevancy to data display and ease of use)
- 9.6.2.5. How did you like the design? (0 – min, 10 – max)
- 9.6.2.5.1. Visual design: is the overall look consistent, no empty spaces, no overcrowding? (0 points: not at all; 1 point: in most places; 2 points: fits all points)
- 9.6.2.5.2. Interface design: are there unnecessary visualisations/buttons/complexity in use? (0 points: consistently and many; 1 point: in some places; 2 points: not observed)
- 9.6.2.5.3. UX design: is the produced report usable (e.g. clickable)? (0 points: not at all; 1 point: in most places; 2 points: fits all points)

- 9.6.2.5.4. Report design: is the main challenge answered? (0 points: not at all; 1 point: in most places; 2 points: fits all points)
- 9.6.2.5.5. Technical: are all the fonts used the same, are the sizes readable? (0 points: not at all; 1 point: in most places; 2 points: fits all points)
- 9.7. Entries not containing ZoomCharts Drill Down visuals on every report page will not be further assessed and will not be evaluated and will be dismissed.
- 9.8. Result determination. Scores are added together for every report and top reports are determined by the amount of points scored. In case of equal scores, Judges will compare the score received for each criterion. In case all of the scores are exactly equal, the respective place is split among the entries.
- 9.9. Internal Jury will pick up TOP 10 reports based on the sum of the votes and nominate these reports for evaluation by Business Jury.
- 9.10. **Evaluation by Business Jury**
- 9.10.1. Each Business Jury member will score all of the Reports that have been nominated by the Internal Jury based on some or all of criteria below.
- 9.10.2. Assessment procedure:
- 9.10.2.1. Step 1: Business Jury will review the video and the report.
- 9.10.2.2. Step 1: Business Jury will assess the report and score it based on some or all of criteria below.
- 9.10.3. **Scoring criteria.** Each entry will receive a score of 0-50, based on the following criteria:
- 9.10.3.1. How well the solution is presented in the video? (0 – min, 10 – max)
- 9.10.3.2. How well the problem is solved? (0 – min, 10 – max)
- 9.10.3.3. How easy to understand? (0 – min, 10 – max)
- 9.10.3.4. How easy to use? (0 – min, 10 – max)
- 9.10.3.5. How did you like the design? (0 – min, 10 – max)
- 9.10.4. Result determination. Scores are added together for every report and top reports are determined by the amount of points scored. In case of equal scores, Judges will compare the score received for each criterion. In case all of the scores are exactly equal, the respective place is split among the entries. In case of split place, prize will be split among the parties as well.
- 9.10.5. After the voting period, Internal jury will review the results and prepare the awards.
- 9.11. In the event of a tie between any eligible entries, an additional judge will break the tie based on the judging criteria described above. Determinations of judges are final and binding.
- 9.12. On or about 5 June 2020, the three (3) best entries that receive the highest overall scores will be selected as the winners. Winners will be notified via the contact information provided during entry no more than 14 days following the Contest end date. If a selected winner cannot be contacted, is ineligible, then an alternate winner will be selected, time allowing.
- 9.13. The three best entries will be posted on the Contest Site. Posted results will include a list of the contestants' names, nicknames, usernames, in ranked order based on their scores.

## 10. PRIZES

- 10.1. Each winner will be awarded a Money Prize according to his/her position:
- 10.1.1. 1<sup>st</sup> place winner will receive a prize of EUR 3000 (three thousand EUR);

- 10.1.2. 2<sup>nd</sup> place winner will receive a prize of EUR 1500 (one thousand five hundred EUR);
- 10.1.3. 3<sup>rd</sup> place winner will receive a price of EUR 500 (five hundred EUR).
- 10.2. DVSL may provide additional prizes at DVSL's sole discretion.
- 10.3. Money Prizes. Money prizes will be awarded in Euro and may be delivered in the form of cash (non-cash payment), gift card, or other cash equivalent. Participants who are representing a company, as per information provided in registration form, are not eligible for Money Prizes and, in case of becoming a winner, will instead be provided a substitute prize of equal or greater value at DVSL's sole discretion.
- 10.4. Taxes. You are solely responsible for complying with all applicable tax laws and filing requirements. To remain eligible for a prize, you must submit to DVSL or the relevant tax authority all documentation requested by DVSL or required by applicable law within seven (7) days of DVSL's request or earlier if required by law. You are solely responsible for paying all taxes, duties, and other fees imposed on prizes awarded to you. All prizes will be net of any taxes DVSL is required by law to withhold.
- 10.5. Prizes are Non-Transferrable. Participants may not sell or give away prizes to their customers or other persons.
- 10.6. Top 10 best Entries will be published on the Contest website for the duration of up to 24 (twenty four) months. Listings will include:
- 10.6.1. Screenshot of the report;
- 10.6.2. Your name and link to your LinkedIn profile (if available).
- 10.6.3. Your picture if you have provided your LinkedIn profile link.
- 10.6.4. Optionally, the name of your company and link to your company's website.
- 10.6.5. Screencast video of the Entry.
- 10.6.6. Link to the report, hosted by DVSL.

## **11. USE OF SUBMISSIONS**

- 11.1. Other than what is set forth below, DVSL does not claim any ownership rights to your submission. However, by submitting your entry, you:
- 11.1.1. Are granting us an irrevocable, royalty-free, worldwide right and license to: (i) use, review, assess, test, and otherwise analyze your entry and all its content in connection with this Contest; and (ii) feature your entry and all its content in connection with the marketing, sale, or promotion of this Contest (including but not limited to internal and external presentations, tradeshows, and screen shots of the competition entry process in press releases) in all media (now known or later developed); and
- 11.1.2. Are granting us a non-exclusive, worldwide, perpetual, irrevocable, free license (with the right to sublicense) to reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such submission. Your submission may be made available for anyone to view on the Internet and download and use at the end of the Contest.
- 11.1.3. Agree to sign any necessary documentation that may be required for us and our designees to make use of the rights you granted above; and
- 11.1.4. Understand and acknowledge that the Organiser may have developed or commissioned materials similar or identical to your submission and you waive any claims you may have resulting from any similarities to your entry; and

- 11.1.5. Understand that we cannot control the incoming information you will disclose to our representatives in the course of entering, or what our representatives will remember about your entry. You also understand that we will not restrict work assignments of representatives who have had access to your entry. By entering this Contest, you agree that use of information in our representatives unaided memories in the development or deployment of our products or services does not create liability for us under this agreement or copyright or trade secret law; and
- 11.1.6. Understand and acknowledge that Organiser does not endorse, approve, recommend, warrant or guarantee, and provides no opinion, recommendation, or advice regarding the accuracy, integrity, quality, safety, efficacy, suitability, or use of such entry, including but not limited to use of the entry for health, medical, or patient care purposes; and
- 11.1.7. Understand that you will not receive any compensation or credit for use of your entry, other than what is described in these Terms.
- 11.2. Note that during and after this Contest your entry may be posted on a website selected by us for viewing by visitors to that website. Entries posted on a website are provided “as is”. This means that we disclaim all express and implied warranties about your entry and in no case will be liable for any damages or injury that accompany or result from the use, distribution, licensing, and/or sale of any entries. We are not responsible for any unauthorized use of your entry by visitors to Contest Site.
- 11.3. All of the reports submitted, regardless of ranking, will be analyzed by DVSL to determine their feasibility and how well they are aligned with ZoomCharts strategies. We may, but are not obliged to, contact you after the Contest should we be interested in further developing a report submitted during the Contest. While we reserve these rights, we are not obligated to use your entry for any purpose, even if it has been selected as a winning entry.

## **12. PRIVACY TERMS**

- 12.1. General Privacy. Your use of any DVSL’s services or platforms in connection with the Contest (including, registration for and participation in the Contest) is governed by these Terms, including this Section 12 (Privacy Terms), and DVSL’s general Privacy Policy. This Section 12 sets forth what personal and usage information we collect through the Contest.
- 12.2. What Data We Collect. DVSL collects basic contest information about you (your name, surname, email, phone, company name if you are entering contest on behalf of the company, your status with the local Power BI Meetup group, your country, your team members if you are entering the Contest as a group of people), information about your experience with Power BI and ZoomCharts, and information about your contest submissions.
- 12.3. How We Collect Your Data. DVSL will collect your data from you when you provide it during the course of registering for the Contest and when you use or view our website via your browser’s cookies.
- 12.4. How We Use Your Data. We will process the information you provide to perform these Terms and to administer the Contest activity (including registration and verifying your eligibility to participate in the Contest and delivering prizes). We will rely on your consent to send you any news and product updates we think you might be interested in, as well as offers from us and Contest Entities. Additionally, we may rely on our legitimate interest when we process your personal information for things like: developing new products and features that are useful for our users; understanding how people use our services to ensure and improve the performance of our services; enforcing legal claims, including investigation of potential violations of applicable Terms. We will process your data when we have a legal obligation to do so, for example, for tax purposes or if we are responding to legal process or an enforceable governmental request.



12.5. How We Store Your Data. The security and confidentiality of your personal information is important to us and we will take reasonable measures to protect it, including measures to protect against unauthorized access, alteration, and disclosure. These security measures include, for example, internal reviews of our data collection, storage and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store personal data. We maintain servers around the world and your information may be processed on servers located outside of the country where you live. Data protection laws vary among countries, with some providing more protection than others. Personal data will be retained no longer than for a period of three years following the Contest. The retention period may be based on duration of the Contest, the legitimate interest of DVSL or applicable law (such as laws related to bookkeeping, statute of limitations, civil law, etc.).

12.6. Sharing Your Information. If you win a prize, DVSL may share your name, phone number, e-mail address, and mailing address with third parties to fulfill awarding a prize to you. DVSL may also be required to disclose your information to external third parties, such as local labor authorities, courts, tribunals, regulatory bodies, and/or law enforcement agencies for the purpose of complying with applicable laws and regulations, or in response to legal processes. If you have consented to receiving offers from us and Contest Entities, your data may be shared with Contest Entities.

12.7. Your Rights. You have rights regarding your data processing. Such rights are in general to:

12.7.1. Require your personal data to be corrected if it is inadequate, incomplete or incorrect.

12.7.2. Object to processing of your personal data, if the use of personal data is not based on a legitimate interest, including profiling for direct marketing purposes (such as receiving marketing offers or participating in surveys).

12.7.3. Require the erasure of your personal data, for example, that is being processed based on the consent, if you withdraw the consent. Such right does not apply if personal data requested to be erased is being processed also based on other legal grounds such as agreement or obligations based on applicable law.

12.7.4. Restrict the processing of your personal data.

12.7.5. Receive information if your personal data is being processed by DVSL and, if so, then to access it.

12.7.6. Receive your personal data that is provided by yourself and is being processed based on consent or in order to perform an agreement in written or commonly used electronic format and were feasible transmit such data to another service provider (data portability).

12.7.7. Withdraw your consent to process your personal data.

12.7.8. Not to be subject to fully automated decision-making, including profiling, if such decision-making has legal effects or similarly significantly affects you. This right does not apply if the decision-making is necessary in order to enter into or to perform an agreement with the Client, if the decision-making is permitted under applicable law or if the Client has provided his/her explicit consent.

12.7.9. File complaints pertaining to the use of personal data to the Data Protection Authority at [www.dvi.gov.lv](http://www.dvi.gov.lv) if you consider that processing of your personal data infringes your rights and interests under applicable law.

12.8. You may contact DVSL with any enquiries, withdrawal of consents, requests to exercise data subject rights and complaints regarding the use of Personal data at this email address: [support@zoomcharts.com](mailto:support@zoomcharts.com)

### **13. YOUR REPRESENTATIONS, WARRANTIES, INDEMNITIES**

13.1. Representations and Warranties. You represent and warrant that:

- 13.1.1. the information you provide about yourself while registering or in subsequent communications with DVSL is truthful and accurate;
  - 13.1.2. except as permitted by the Terms, your submissions to the Contest are original;
  - 13.1.3. you own all rights in your submissions or otherwise have the right to submit your submissions to DVSL and grant to DVSL the licenses granted in these Terms without violating any rights of any other person or entity or any obligation you may have with them;
  - 13.1.4. your submissions do not violate any applicable laws.
- 13.2. Indemnities. You will indemnify DVSL and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:
- 13.2.1. your acts or omissions in relation to the Contest (including your use or acceptance of any prize and your breach of these Terms); and
  - 13.2.2. your submissions violating any rights of any other person or entity or any obligation you may have with them.

## **14. DISCLAIMERS**

14.1. CONTEST SITE AND ALL CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DVSL DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (EXPRESS OR IMPLIED), INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DVSL IS NOT RESPONSIBLE FOR ANY INCOMPLETE, FAILED, OR DELAYED TRANSMISSION OF YOUR SUBMISSIONS DUE TO THE INTERNET, INCLUDING INTERRUPTION OR DELAYS CAUSED BY EQUIPMENT OR SOFTWARE MALFUNCTION OR OTHER TECHNICAL PROBLEMS.

## **15. GENERAL**

### 15.1. Not an Offer or Contract of Employment.

- 15.1.1. You acknowledge that your participation is voluntary.
- 15.1.2. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and DVSL and that no such relationship is established by your submission of an entry to the Contest.
- 15.1.3. You understand and agree that nothing in these Terms, any submission to the Contest, or any award of a prize may be construed as an offer or contract of employment with DVSL.

15.2. Severability. If any term (or part of a term) of the Terms or Rules is invalid, illegal, or unenforceable, the rest of the terms will remain in effect.

15.3. Governing Law. ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS WILL BE GOVERNED BY LATVIAN LAW AND WILL BE LITIGATED EXCLUSIVELY IN THE COURT OF THE REPUBLIC OF LATVIA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.