

# Terms & Conditions: Academy Challenge

## I. Organizing Company

The “Academy Challenge” (hereinafter, “**Challenge**”) was created by Codebay Solutions Limited, a company incorporated in England and Wales with company number 5903966, whose registered office is at Magma House, 16 Davy Court Way, Castle Mound Way, Rugby, Warwickshire, CV23 0UZ, United Kingdom (hereinafter, “**Lodgify**”).

## II. Date and time of the challenge

This promotion will take place on the Lodgify Academy (<https://academy.lodgify.com/>) (hereinafter, “**Academy**”) during the period between December 30, 2022 and January 18, 2023 (hereinafter “**Promotional Period**”). The prize draw will be done in Lodgify’s headquarters between 9 and 6pm CEST on January 20, 2023.

All the submissions, or posts on the Academy before and after these dates won’t be taken into account as participations for this Challenge.

## III. Eligibility

The Challenge is exclusively reserved for any person who meets the following requirements:

- Must be at least 18 years old,
- Must be enrolled in the Lodgify Academy,
- Must abide by the steps to enter in the challenge mentioned below, and
- Must not be an existing Lodgify paying customer.

Existing Lodgify customers that became customers and subscribed to our Starter, Professional or Ultimate plans before entering the Challenge are excluded from participating.

The following users are collectively referred to herein as “**Participants**” and individually as “**Participant**”. All Lodgify employees, partners, and/or their family members, may not participate in the promotion. Participation is free.

## IV. How to enter

Participants will have to share their vacation rental photos to win a free yearly subscription to our all-in-one vacation rental software. Participants must:

- Complete the Academy course “[Photography for Vacation Rentals](#)”,
- Post at least one photo of your property on the Academy Community as shown [here](#) before January 19, 2023.

## V. Photo submissions

By submitting your photo(s) to this Challenge, you agree and hereby assign to Lodgify all rights, title and interests, including all intellectual property rights of your video to Lodgify, and Lodgify shall be entitled to unrestricted use and dissemination of the submitted photo for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You agree to execute any documentation required by Lodgify to confirm such assignment, unrestricted use and dissemination by Lodgify.

All photo entries ~~must be~~ received during the applicable entry period stated above and must satisfy all other requirements ~~contained~~ or referred to in these Terms & Conditions.

BY PARTICIPATING IN THIS PROMOTION, YOU REPRESENT AND WARRANT TO LODGIFY THAT YOUR SUBMITTED PHOTO(S):

- Does not contain content that is in violation of or infringes any intellectual property rights of any third party (including, but not limited to, copyrights, trademarks, trade names, logos, and rights of publicity)
- Except as otherwise contemplated elsewhere in these Terms & Conditions, has not been entered in any previous contest, or has not won any previous award;
- Has not been published or distributed previously in any media (including, without limitation, on the internet)
- Does not contain any claim that is not and cannot be substantiated or that would be false and/or misleading to a reasonable person
- Does not contain or anticipate the inclusion of any commercial content that promotes any product, service or other objective other than those of Lodgify;
- Except as otherwise contemplated elsewhere in these Terms & Conditions, does not contain content to which you do not own all right, title, and interest (or have a legal right to use).
- Does not in any other way violate applicable laws and regulations or network standards.

Only photos that relate to the theme proposed by the organizing company will be accepted. Obscene photos will not be accepted; neither will those which could harm the moral integrity of users in any way. All Participants who fail to comply with these requirements will be disqualified.

## VI. The Prize

The following Prize (Hereinafter “**Prize**” ) of the Challenge will be awarded a one-year subscription of the Lodgify Professional plan.

The total value of the Prize starts at \$384 / 336€ / £288, corresponding to the Lodgify Professional plan for 1 year with 1 rental and will vary depending on the number of rentals.

This prize will have a validity period of 2 months from the moment the Participant receives the second mail to activate their free Lodgify account. Meaning the participant will have up to 2 months to complete the activation of their free account.

Lodgify reserves the right to modify or cancel them at any time. The Prize is not transferable and may not be resold or redeemed for cash.

The Prize is limited to one subscription/purchase per User and will only apply to the customer's first billing cycle.. It can also be used once and therefore cannot be combined with other offers using promotional codes.

## **VII. Winner selection**

In order to win, the participant will have to meet all the eligibility and photo submission criteria mentioned above.

The winner will have to submit a photo that:

- Follows the guidelines taught in the course; includes a wide shot of your property exterior or one of the rooms, uses as much natural light as possible, tries to get most of the frame in focus, shot parallel to the floor and has good camera height.
- Avoid selfies and close-ups of amenities or other details.
- Captures what makes your rental special and unique.
- If edited, the photo must maintain a realistic look and avoid over-saturated colors or filters.

The winner's photo will then be drawn amongst all the submissions that follow these guidelines and the other requirements mentioned in the previous sections above.

## **VIII. Announcement of the winner**

The announcement of the winner will be on Friday, January 20, 2023 on the Academy community and will also receive an informative email with instructions on how to claim their Prize.

The winner has 10 calendar days from the closing date of the contest to accept the prize and to send their contact details to the indicated address, otherwise the prize will be considered rejected and declared void.

Once accepted, the Organizer will send a second email to activate their Professional account with the Participant's email address. In order to formalize the act of delivery of the prize, the Organizer will send a Letter of Acceptance of the Award which will have to be signed by the winner, as proof of reception.

The winning participants authorize Lodgify to publicly post their Company name on their websites, blogs and Youtube channel for the next 3 months after the Challenge.

## **IX. Personal Data**

Participants are hereby notified that the personal data they provide to Lodgify will be added into a personal data file owned by Lodgify. This data will be processed in order to administer the Challenge and to select and communicate to the winning Participants of the prize, as well as for promotion and marketing purposes, which includes sending commercial communications by email.

Participants may at any time effect their rights to access, modify and delete their personal data from the Lodgify file, submitting their requests to [privacy@lodgify.com](mailto:privacy@lodgify.com). Please see our Privacy Policy: <https://www.lodgify.com/privacy/>

## **X. Limitation of liability**

Improper use of the prize is prohibited and may constitute fraud. Lodgify reminds Participants of the nature and limitations of the Internet and does not accept any responsibility for any occurrences resulting from the Participants' connection.

No responsibility is accepted for ineligible or fraudulent use of the Prize. In particular, Lodgify does not accept responsibility for any damage (whether material or non-material) caused to Participants, to their computer equipment or to data stored in them, or to their personal, professional, or commercial activities.

The [Lodgify.com Terms of Service](#) shall apply in addition to these Terms & Conditions.

**By participating in this Challenge, you declare that you accept these Terms and Conditions unconditionally.**