

**Terms and Conditions**  
**“2021 TRIMARCHI OPEN CALL FOR PROPOSALS”**

**1. ORGANIZING ENTITY**

- 1.1. DOMESTIKA INTERNET ARGENTINA SRL, having registered office in Avellaneda 2855 Dpto:F, City of Mar del Plata, Province of Buenos Aires, Argentine Republic (hereinafter, “TRImarchi” or the “Organizer”, indistinctly), is the organizer of the contest called “2021 TRImarchi Open Call for Proposals” (hereinafter, the “Contest” or “2021 TRImarchi Open Call for Proposals”, indistinctly), the terms and conditions of which are detailed below (hereinafter, the “Terms”).
- 1.2. TRImarchi may promote the participation in the Contest through the media it deems appropriate including, without limitation, social media, Facebook and Instagram. However, it shall never be assumed that Facebook, Instagram or other media used for promotion purposes regarding the 2021 TRImarchi Open Call for Proposals sponsor, support and/or guarantee this Contest, or that they are associated with the Organizer for the performance of such Contest.

**2. ACCEPTANCE OF TERMS**

- 2.1. The Contest Terms shall be published at <https://www.trimarchidg.net> (hereinafter, the “Site”).
- 2.2. The participation in the Contest implies the acceptance of these Terms as well as of every decision the Organizer may adopt concerning the 2021 TRImarchi Open Call for Proposals. In the event that, during the performance of the Contest, any participant breaches any rule of these Terms, he/she shall be automatically disqualified.

**3. PARTICIPATION**

- 3.1 Any individual, over 16 years old, residing in any part of the world and registered in the web site of Domestika: <https://www.domestika.org>, shall be entitled to participate in the Contest (hereinafter, the “Participant”).
- 3.2 For the purposes of being registered on such web site, the Participant shall create an account in Domestika. To this effect, he/she will be requested to be identified with a user name and a password, in addition to entering certain data required for registration. The information provided should be accurate, complete and updated. Failure to do so implies a breach of such web site conditions and could lead to the exclusion of their participation in the Contest.

- 3.3 The following individuals shall not be able to participate in the Contest: a) shareholders, directors, trustees, proxies, representatives and/or employees from TRImarchi or from the companies associated to the same business group; b) people having provided collaboration directly or indirectly in the performance, organization and management of the Contest; c) direct relatives up to the first degree of kinship of any of the previous groups; d) any person whose participation in the course may be forbidden by law.

#### **4. TERM**

- 4.1 The 2021 TRImarchi Open Call for Proposals shall begin on June 17, 2021 at 00 hs. (Buenos Aires, Argentina time) and shall finish on August 11, 2021 at 00hs. (Buenos Aires, Argentina time), both inclusive (hereinafter, the “Term”).

#### **5. MODE OF PARTICIPATION**

- 5.1 The participation in the Contest is free of charge and without purchase obligation, not subject to the payment of any charge, fee or amount of money.
- 5.2 In order to participate in the Contest, in addition to meeting the requirements set forth in section three of these Terms, Participants should complete -within the term- the registration form in the Web Site with the following data:
- a. Domestika User
  - b. Name and Last name
  - c. City of residence
  - d. Country of residence
  - e. Link to portfolio: may be a link to Domestika Projects section, Behance, Instagram, web site or any URL where the portfolio of the Participant is uploaded
  - f. Attach Portfolio (optional): pdf, jpg and mp3 formats with a maximum size of 10MB are accepted
  - g. Additional project information (optional)

Additionally, the Participant shall select the following category/ies in which he/she wishes to participate in the Contest. The available categories are: a) Conference, b) Graphic Design, c) Expo, d) Fashion design, e) Entrepreneurs, f) Workshop, g) Music, h) Music video, i) Colectivo TRImarchi. Each Participant will be able to register simultaneously in one or more categories of the 2021 TRImarchi Open Call for Proposals.

- 5.3 The Organizer shall not be held liable for any inconvenience regarding the registration in Domestika, and/or application for registration in the Contest, and/or delay or failure to receive electronic messages which may be caused by the Site’s technical malfunctioning,

and/or problems with social media or Internet access providers, and/or for any other cause or reason which may prevent the registration of Participants, without limitation.

- 5.4 The 2021 TRImarchi Open Call for Proposals will be carried out per the following schedule: (i) Registration Opening: on June 17, 2021 at 00hs. (Buenos Aires, Argentina time); (ii) Registration Closing: on August 11 at 00hs. (Buenos Aires, Argentina time); (iii) Selection of Winners: from August 1, 2021 to August 24, 2021; (iv) Announcement of Winners: on August 25, 2021.

## **6. SELECTION**

- 6.1 Following the registration closing, a jury composed by Braulio Amado, Diana Aisenberg, David Méndez Alonso, Vik Arrieta, Ca7riel, Sofie Fatouretchi, Martín Garabal, Orco Videos, Pablo González Díaz and Sebastián Valdivia (hereinafter, the “Jury”), shall be in charge of selecting the winners and substitutes for each of the Contest categories, stating an order of merit for each one of them. The decision of the Jury shall be final.

- 6.2 Number of individuals selected:

- Conference Category: 1 (one) winner and 1 (one) substitute;
- Graphic Design Category: 1 (one) winner and 1 (one) substitute;
- Expo Category: 1 (one) winner and 1 (one) substitute;
- Fashion design Category: 1 (one) winner and 1 (one) substitute;
- Entrepreneurs Category: 1 (one) winner and 1 (one) substitute;
- Workshop Category: 1 (one) winner and 1 (one) substitute;
- Music Category: 2 (two) winners and 2 (two) substitutes;
- Music video Category: 1 (one) winner and 1 (one) substitute;
- TRImarchi Collective Category: 10 (ten) winners and 10 (ten) substitutes.

## **7. AWARDING OF PRIZES. NOTIFICATION TO WINNERS.**

- 7.1 TRImarchi shall inform the Participants who win each of the Contest categories through notification sent to the emails detailed in the registration form. The Participant undertakes the commitment to keep such emails active during the performance of the Contest, setting it so that the e-mails received from the Organizer are not filtered as “junk mail” or SPAM.

- 7.2 In the event that the winning Participant fails to answer or send TRImarchi the information required to make the prize available within 5 (five) business days -per the calendar of the Argentine Republic-, or in the event that the winning Participant replies but does not meet the requirements to participate in the Contest, the Participant involved will lose any right to be awarded the prize. In that case, the Organizer shall proceed to notify the following Participant in the order of merit, thus repeating the procedure previously detailed. Should

TRImarchi not be able to reach any winning Participant or substitute, or should they not reply or send the information required within the period stated, or in the event that the Participant replies but does not meet the requirements to participate in the Contest, the prize for the category implied shall be deemed vacant and TRImarchi shall be free to make use of such prize.

## 8. PRIZES

8.1 The prizes for the 2021 TRImarchi Open Call for Proposals, the beneficiaries of which shall be the winning Participants pursuant to the award procedure previously described, shall consist in:

- Conference Category:
  - a. USD 1,000 (one thousand United States dollars).
  - b. Offering a conference at the livestreamed closing show of the 2021 TRImarchi Open Call for Proposals, which shall be carried out at a date to be defined during December 2021.
  - c. A virtual consultation meeting with Pablo González Díaz and Sebastián Valdivia.
- Graphic Design Category:
  - a. USD 1,500 (one thousand five hundred United States dollars).
  - b. Designing the visual identity of the livestreamed closing show of the 2021 TRImarchi Open Call for Proposals.
  - c. A virtual consultation meeting with Braulio Amado.
- Expo Category:
  - a. USD 2,500 (two thousand five hundred United States dollars) to be used in the development of the selected work.
  - b. Three virtual consultation meetings with Diana Aisenberg.
- Fashion design Category:
  - a. USD 2,500 (two thousand five hundred United States dollars) to be used in the development of the selected project.
  - b. Three virtual consultation meetings with David Méndez Alonso.
- Entrepreneurs Category:
  - a. USD 2,500 (two thousand five hundred United States dollars) to be used in the development of the selected project.
  - b. Three virtual consultation meetings with Vik Arrieta.
- Workshop Category:
  - a. Having your own course on Domestika's platform ([www.domestika.org](http://www.domestika.org))
- Music Category. Winner 1.
  - a. Shooting of a music video for a song of your authorship.
  - b. A virtual meeting with Ca7riel.

- Music Category. Winner 2.
  - a. Recording of a single at a top-level recording studio.
  - b. Cover art design for the single recorded.
  - c. A virtual meeting with Ca7riel.
- Music video Category:
  - a. USD 1,000 (one thousand United States dollars)
  - b. Direction of a music video produced by Orco Videos, for the song selected in the “Music” Category.
- TRImarchi Collective Category:
  - a. Temporary contracts to participate in specific projects, produced by TRImarchi, during the year 2021. The scope of such contracting shall be defined at the Organizer’s discretion, as well as the frequency of the winner’s participations, which shall, by no means, be deemed or considered as an employment contract for indefinite time, or as other employment dependent relationships.

8.3 The prizes consisting in non-cash benefits shall, by no means, be exchanged by other benefits or services or by their cash equivalent. The trading of prizes is absolutely forbidden. Prizes are strictly personal and shall not be assigned, in any way, to third parties. The rejection of the prize by the winner shall not give rise to any right of compensation or indemnity. TRImarchi shall define the scope, budget to be used and other features related to the prizes in kind, therefore, it shall not be held liable in the event of potential claims related to the satisfaction of the winning Participant concerning such prize, or regarding the possible expectations the Participant may have on such prize. TRImarchi reserves the possibility to replace such prize by other of similar characteristics or value, without the winning Participant having the right to object to and/or demand payment for damages or compensation of any kind.

8.4 The winning Participants, who shall be the successful beneficiaries of the prizes, shall bear any expense or outlay related to the obtaining and collection of such prizes, as well as any tax, rate, contribution, fee and/or levy that must be paid on such regard. In particular, those who result the successful beneficiaries of the prizes that consist in cash benefits, shall adopt the necessary means to provide for a suitable bank account for the reception of United States dollars in his/her country of residence. If, for regulatory reasons, tax reasons, acts of God, force majeure, and/or any other grounds not attributable to the Organizer, the latter cannot perform the transfer of the prize to the bank account provided by the winning Participant, TRImarchi may request for the designation of another bank account (banking or virtual account), to deliver the prize. Should the Participant not comply with such demand, the Organizer may refuse to make the payment and declare the prize vacant, without the right to any indemnification or compensation.

## **9. RIGHT OF EXCLUSION**

9.1 TRImarchi reserves the right to automatically and immediately refuse, discard and exclude from the Contest those Participants who:

- Breach the provisions of these Terms;
- Register in the Contest with fake data, or if there is reasonable evidence suggesting that such data may be false. To that effect, the Organizer may demand Participants the verification of the data provided for registration purposes;
- Manipulate their registration or the process so that the winner is selected in a fraudulent or artificial way;
- Infringe rules of good faith, have a dishonest or improper conduct, induce, encourage or promote criminal, slanderous or violent actions or which are, in general, contrary to law, to moral standards, to accepted social rules or to public order, or whose participation is considered, at TRImarchi's opinion, inappropriate, offensive, injurious, discriminatory or may infringe the rights of third parties including, without limitation, intellectual property rights, industrial property and/or image rights;
- Use the Contest to advertise goods or services of their own or of third parties;

9.2 In the event that such irregularities are detected after the effective delivery of the prize, TRImarchi reserves the right to withdraw the prize and/or demand its return.

## **10. INTELLECTUAL PROPERTY RIGHTS**

10.1 Participants assign to TRImarchi the rights of reproduction, public communication (including availability) and transformation of works/creative contributions presented by them within the framework of the 2021 TRImarchi Open Call for Proposals, so that TRImarchi may use them in any activity (including, without limitation, advertising and/or promotional activities of the Organizer) related to the Contest or may use them in any way to promote the work of Participants, in any media or support it considers appropriate. Such assignment is made for the entire world, during the maximum legal period of the intellectual property rights and free of charge.

10.2 In order to clarify, Participants shall be considered, by the Organizer, as the authors of the works/creative contributions presented by them within the framework of this Contest and, therefore, TRImarchi shall always quote the name of the author when it makes use of such works/creative contributions according to the terms stated in the previous paragraph.

10.3 The Participant declares and warrants to the Organizer that he/she holds all property rights regarding the material presented in the Contest and, therefore, does not infringe third parties' rights including, without limitation: authors' rights, images, trademarks, patents, software licenses, models or industrial designs as well as intellectual property rights and any

other applicable rule. Accordingly, the Participant shall indemnify and hold harmless TRImarchi and/or Domestika and/or their stockholders and/or affiliates from and against any judicial and/or extrajudicial claims filed by any third party (including government authorities) based on the violation of any right including, without limitation, patents, trademarks, images, copyright, authors' rights and/or any other industrial and/or intellectual right; moreover, the Participant shall be held liable for all damages he/she may cause to the Organizer and shall consequently pay to the Organizer all the costs, expenses and fees the latter should incur for such infringement/s.

## **11. AUTHORIZATION TO USE THE NAME AND IMAGE OF PARTICIPANTS**

11.1 Participants expressly authorize TRImarchi to reproduce, use and publish their names and last names, as well as any other image or recording obtained within the framework of this Contest concerning such individuals, in any media or support and in any advertising and/or promotional activity related to them, without time or territorial limit. It shall never be considered that such authorization entitles the Participant to any right of remuneration or benefit of any kind.

## **12. PROTECTION OF PERSONAL DATA**

12.1 Participants are informed that the personal data provided to TRImarchi within the framework of this Contest, will be treated by TRImarchi in its capacity as data controller.

12.2 The collection and treatment of personal data is intended to administer and manage their participation in this Contest and, if appropriate, the publication as winner as well as the prize award. Likewise, the data may be used for promotional and/or direct marketing actions. The legal basis which validates the treatment of data is their consent. Through the participation in the contest, the Participant expressly approves the treatment of his/her data for the purposes described.

12.3 TRImarchi informs all the Participants that all data requested for the prize award (for example, names, last names, address, e-mail and mobile phone) are compulsory, therefore, the omission of any of them might prevent their participation in the contest and/or the collection of the prize, if appropriate. The Participants of the contest undertake to inform TRImarchi any change in their personal data to keep them updated accurately and at all times.

12.4 The data provided shall not be transmitted to third parties, unless required by law, and shall be treated as confidential pursuant to applicable rules concerning personal data protection, abiding by security measures according to the level of security of the data provided at any time.

12.5 Likewise, it is informed that the retention period of Participants' data shall be for a maximum term of 10 years from the date on which prizes are announced. It is hereby stated that Participants are entitled to request the exercise of their right to have access to them, free of charge, at intervals of at least 6 months, unless a legitimate interest is shown. The data owner may request for the correction, update or removal of his/her data, pursuant to the provisions stated in Law 25.326 ("Personal Data Protection Law"). In order to exercise such rights, he/she may contact the Organizer through an email sent to the following address [convocatoria2021@trimarchidg.net](mailto:convocatoria2021@trimarchidg.net) and follow the instructions provided. Additionally, he/she shall be entitled to file a claim before the enforcement authority of the above-mentioned law: Access to Public Information Agency, located at *Av. Pte. Gral. Julio A. Roca 710, Piso 2*, City of Buenos Aires, [HTTPS://WWW.ARGENTINA.GOB.AR/AAIP](https://www.argentina.gob.ar/aaip), e-mail: [INFO@AAIP.GOB.AR](mailto:INFO@AAIP.GOB.AR)

### **13. LIMITATION OF LIABILITY**

13.1 Without limiting any of the rights recognized to consumers and users in applicable provisions, TRImarchi declines all liability for damages of any nature that may arise from this Contest but that are not attributable in a direct and negligent way to it. Without limiting the foregoing, TRImarchi shall ensure the proper availability and continuity of the Contest performance.

13.2 TRImarchi shall not be held liable for any cost or expense incurred by Participants to create their works including, without limitation, the cost of materials used, printing costs, recording costs, the acquisition of supports or software applications required to comply with the Contest requirements, editing, filming and/or photo printing costs.

13.3 TRImarchi shall not be held liable for: (i) any damages, of any kind, that Participants, their accompanying persons or third parties may suffer on them or on their assets, based on or related to their participation in this Contest or for using the obtained prize, declining any kind of contractual and/or non-contractual liability before the winner, third parties and/or accompanying persons and/or their heirs, which is unconditionally accepted by each Participant; (ii) failures in the telephone network, in postal services, or technical defects and/or human mistakes or deliberate actions of third parties that may interrupt or alter their participation in the Contest or in the award of prizes; and (iii) does not provide any quality warranty or of any kind regarding the prizes offered. Likewise, the liability of the Organizer ends with the awarding of the prize to each of the winning Participants. In case the prize may not become effective by the winning Participants or the Contest is temporarily or permanently suspended due to force majeure or acts of God, or for reasons beyond TRImarchi's control, the latter shall not be liable to Participants.

### **14. MISCELLANEOUS**



- 14.1 The Organizer may, at its sole discretion, modify the term of the Contest, make changes to any of the sections included on these Terms, which shall be published on the Site.
- 14.2 The Organizer may cancel, suspend or modify, in full or in part, the Contest and these Terms in situations beyond the Organizer's control, without creating any right of compensation for any of the Participants.
- 14.3 TRImarchi shall be the only one entitled to any decision concerning any situation not foreseen on these Terms and the resolutions adopted in this regard shall be final and unquestionable. The mere participation in the Contest implies the total and unrestricted acceptance and knowledge of these Terms, as well as the decisions that may further be adopted by the Organizer regarding any item or issue not foreseen on them.
- 14.4 The omission or delay of the Organizer to exercise a right shall, in no event, be considered as a waiver of such right. Furthermore, the individual or partial exercise of a right shall not prevent, in the future, the exercise of such right, or of any other implied right or right expressly granted to the Organizer under these Terms.
- 14.5 Any waive of right made by the Organizer or by the Participants shall be valid against the resigning party if expressly performed in writing.

## **15. APPLICABLE LAW AND JURISDICTION**

- 15.1 These Terms are governed by the laws of the Argentine Republic, except for international private law, which shall not apply.
- 15.2 For all legal purposes derived from these Terms and for the purposes of the 2021 TRImarchi Open Call for Proposals, the lower courts for civil and commercial matters of the city of Mar del Plata, Province of Buenos Aires, Argentine Republic, shall have jurisdiction and the Participant waives any other venue or jurisdiction he/she may be entitled to.