



#DiscoverEU photo & video #Competition

OFFICIAL COMPETITION RULES AND DISCLAIMER

NO PURCHASE NECESSARY TO ENTER OR WIN. EACH PARTICIPANT'S CHANCES TO WIN WILL NOT IMPROVE BY A PURCHASE OF ANY KIND. ENTRY OF THE PHOTO AND/OR VIDEO COMPETITION CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES BY THE ENTITY SUBMITTING THE ENTRY, VOID WHERE RESTRICTED OR PROHIBITED BY LAW.

1. **DISCOVEREU COMPETITION SUMMARY.** The European Commission's initiative called DiscoverEU, is giving 18-year-old young people, from all backgrounds, the opportunity to travel around Europe (mainly by rail), learn from other cultures, make new friendships with fellow Europeans, and explore their European identity ("**DiscoverEU**").

The competition envisions to encourage young people to share content and explore several facets of Europe whether at home or travelling.

2. **SPONSOR AND ADMINISTRATOR:** This Competition is sponsored by the **European Commission – DG for Education, Culture, Youth and Sport (DG EAC)** and administered by ICF Next S.A. **on behalf of the European Commission** ("Sponsor(s)" or "us").
3. **BINDING AGREEMENT:** To enter the competition, each individual (each a 'Participant' or 'you') must upload a photo and/or video to their Instagram account (each a 'Social Share') with the hashtags #DiscoverEU and #Competition and submit the DiscoverEU registration form. Each applicant is strongly advised to read and understand the Official Rules ('Rules') governing the Competition, before submitting the photo and or/video. Failure to submit the online consent form and agree to the Rules and Privacy Statement will disqualify the applicant.
4. **COMPETITION PERIOD:** The Competition begins at 12:01 AM Central European Time ("CET") on 15 July 2022 and ends at 11:59 PM CET on 15 October 2022 ("Competition Period"). Sponsor's clock shall be the official device for the Competition. **PARTICIPANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTION.**

ELIGIBILITY – WHO MAY PARTICIPATE: The competition is open to DiscoverEU participants who have received an application code when applying to any of the DiscoverEU application rounds between 2018 and April 2022.

In addition, the following individuals/entities are not eligible to participate:

- Any local, state, provincial or federal or other government or government agency or any officials or employees thereof; and
 - Any affiliates of Sponsor or any employees of Sponsor or its affiliates and their immediate family and household members.
5. **PRIZE(S):** Each Winner will receive:
 - One (1) 100 EUR voucher for an online shop or gifts worth 100 EUR value for up to ten (10) Winners per monthly competition.
 - Approximate retail value ("ARV") of each the voucher is 100 EUR. Odds of winning the Competition depend on number of eligible Competition entries received.



- *This Competition, Sponsor and/or Administrator is not connected, sponsored by, endorsed by, affiliated or associated with any of the vouchers providers (e.g. online travel shops). Sponsor and/or Administrator reserve the right, in their sole discretion to choose vouchers, subject to their availability.*

6. HOW IT WORKS AND HOW TO ENTER: In order to enter, Participants must:

- Upload at least one (1) photo or one (1) video on their Instagram account. There is no limit to the number of photos/videos they submit. Participants can only win one (1) Prize.
- Use **#DiscoverEU** and **#Competition**.
- Tag the **European Youth Instagram account** (@european_youth_eu) on their post (either on the photo/video or in the text)
- Make sure their **video** has a maximum duration of **15 seconds**.
- Comply with any and all remaining Competition Rules.
- Opt-in to the competition via the form on the European Youth Portal

The Social Share will be moderated before the pictures are displayed in a gallery on the European Youth Portal. The moderation of the entries may take up to 24 hours during the week, and the weekend entries will be moderated on Mondays.

7. ENTRY DEADLINE: All Social Share entries (“Entries” or “Social Share”) must be received on or before the end of the Competition Period in order to be eligible to win the Prize(s).

8. SELECTION OF COMPETITION WINNERS & NOTIFICATION:

- The 20 most popular Entries from the public (with the highest number of likes) relevant to the competition theme will go into next round along with up to 10 wildcards, where the jury will determine the winners.
- Public interactions mean that we will take into account the number of Likes, Shares, and Comments to their Entry, and these will be moved to the next round.
 - Wildcards are entries with less public interactions which are deemed highly relevant to the competition theme and the DiscoverEU project as assessed by the jury.

These (up to) 30 entries will then be assessed by a jury of experts who will then select up to 5 winning photos/videos (“Winners”). The most visually original, creative and relevant entries will win.




- **Up to five (5) lucky Winners will be chosen each month, which means August 2022, September 2022 and October 2022.**
- Administrator, ICF Next S.A. will contact the Winners by email on a monthly basis. Participants should keep an eye on their incoming messages and make sure they reply within 7 working days to the email sent by ICF Next S.A. via DiscoverEU-Competition@icfnext.com
- Monthly winners will be publicly announced by name and/or username on the on European Youth’s social media platform(s): Instagram, Facebook and Twitter.

If any potential Winner fails to respond to Sponsor's notification within seven (7) calendar days, Sponsor and/or Administrator reserves the right to choose a different potential Competition Winner based upon the same criteria listed above. In the event that no Social Share entries are received, no prizes will be awarded. DETERMINATIONS OF SPONSOR ARE FINAL AND BINDING.

9. SUBMISSION REQUIREMENTS AND RESTRICTIONS: Each Participant must ensure that:

- The Social Share does not:
 - infringe any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without



- limitation, copyright, trademark, patent, trade secret or confidentiality obligations, or otherwise violate applicable laws.
- include any private information of a third party such as name, address, phone number, email address, and other personal data.
 - contain the likeness of anyone who is or who appears to be minor (under the age of 18) or anyone other than the Participant, unless Participant has his or her (or parent's or legal guardian's) permission to do so for this Competition. Participant must have permission from all recognizable people who appear in the Social Share, regardless of their ages. If requested, Participant must be able to provide proof of such permission in a format acceptable to Sponsor and/or Administrator.
 - include material that violates another's rights (living or deceased), including but not limited to privacy or publicity.
 - disparage Sponsor, Administrator or any other person or party affiliated with the Competition.
 - contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous or other objectionable material.
 - contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
 - contain any references to alcohol, tobacco, drug paraphernalia, firearms, or any description or representation thereof.
 - contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Social Share is created.
 - have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.
 - Participant warrants and represents:
 - the Social Share conforms with the applicable social media platform's format and size requirements and limitations.
 - the Social Share is Participant's own, wholly original work, and is the Participant's own creation and Participant warrants that he/she has secured all necessary rights relating to its use and the use of the content in the Social Share.
 - the Social Share verbal or written content (if any) is in English.
 - the Social Share is created from Participant's own camera equipment used to take the Social Share prior to entering this Competition; and the Participant is not a professional photographer.
 - The Social Share is not over-edited. Basic cropping, colour correction and retouching are acceptable. Special effects, computer-generated images and other heavy modifications should be avoided.
 - photos are in either a .JPG, .JPEG, .PNG or .GIF file.
 - the Participant has obtained any and all permissions, if any are required, prior to Social Share entry and that Participant may legally grant all permissions contained within these Rules to Sponsor.
 - where, the Social Share contains another person's name, likeness, biography, actions and contributions, the Participant will submit the signed permissive use release within the [ [adult_authorisation.doc](#)] within the time specified.
 - where, the Social Share contains an owner or licensor's intellectual property, the Participant will submit the signed permissive use release within the [ [photo_licence.doc](#)] within the time specified.
 - where, the Social Share is uploaded by a minor or includes a minor with the Social Share, the Participant a) represents that Participant is the parent/legal guardian of such minor and as such granted his/her permission for said minor to participate in the Social Share and permits the use of such minor's name, likeness, biography, actions and contributions in the event that any Social Share; b) assumes all legal responsibilities under these Rules of any person deemed; and c) will submit the signed release within the [ [minor_authorisation.doc](#)] within the time specified.
 - Participant will retain any and all permissive use releases in a safe place for the period of the Competition up to 6 months or until they receive a prior personal message from the organising body, stating they are free of this obligation, which



actually only aims at protecting Participant from claims on behalf of one of your photo or video subjects in the event asked to prove that consent was given. Only the Winners must separately sign the authorisation and licences form of the European Commission Audiovisual Service for deposit of the pictures into the Audiovisual Services Photo Archive.

Participant agrees that the interpretation of each of the above Restrictions shall be subject to Administrator's or Sponsor's sole discretion. Administrator and/or Sponsor are not responsible for any lost, late, incomplete, or other Social Share that does not comply with these Official Competition Rules and it may be disqualified.

Multiple Participants are not permitted to share the same social media account. Any attempt by any Participant to receive more than the stated number of Prize(s) by using multiple/different email addresses, social media accounts, identities, registrations and logins, or any other methods, as determined by Administrator or Sponsor in its sole discretion, may void all of that Participant's Submissions and that Participant may be disqualified from this Competition and any of the Sponsor's other promotions. In the event of a dispute as to the owner of any Social Share, the authorized account holder of the social media account will be deemed to be the Participant. The "authorized account holder" is the natural person assigned a Twitter or Instagram account by the entity responsible for doing so for Twitter, Inc. or Instagram, Inc. Each Participant may be required to show proof of being the authorized account holder.

CAUTION: ANY ATTEMPT BY ANY ENTRANT, PERSON, OR ENTITY TO UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE IN VIOLATION OF CRIMINAL OR CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

- 10. PERMISSIVE USE.** You grant Sponsor and/or Administrator and any related affiliates or agents, the non-exclusive, unlimited, worldwide, perpetual, irrevocable, and royalty-free right, licence, privilege, and permission to record, copy, adapt, film, capture, use, licence, transmit, broadcast, exhibit, project, publish, circulate, display, or otherwise exploit, any and all renderings of Participant's Social Share, name (including any and all nicknames, related names, and aliases), characters, biographies, artist's portrayal of characters, voice, image, likeness, visual representations, any and all attributes of Participant's personality, and/or any and all of Participant's acts, poses, actions, and appearances (collectively, "Name and Likeness"), and any ancillary use or derivative works on or in connection with any film, audio tape, video tape, audio-visual work, sound recordings, photograph, illustration, animation, broadcast, any derivative works or versions thereof in any media or embodiment now known or hereafter developed, throughout the world the way Sponsor and/or Administrator deems fit without any consideration or prior notice.
- 11. ELECTRONIC COMMUNICATIONS:** By submitting the Social Share, you agree to communicate for the purpose of the Competition with Sponsor and/or Administrator electronically. Through your Social Share submission, you (i) agree that your consent to these Rules is a binding form of your electronic signature and (ii) represent that you have Internet access and a valid social media account and email address enabling you access to information pertaining to the Competition and to receive communications and documents electronically. Your consent is effective unless and until you withdraw it in writing to DiscoverEU-Competition@icfnext.com.



12. PRIVACY Statement: By participating in the Competition, Participant acknowledges that they have read and accepted this privacy statement and the terms and conditions outlined here. Participants agree that personal data including, but not limited to, name, mailing address, phone number, and email address ("Personal Data") may be:

- collected, processed, stored and otherwise used by the Sponsor and/or Administrator, or any party authorized by them for the purposes of conducting and administering the Competition or the Prize(s), including Sponsor affiliates.
- used by Sponsor or any party authorized by them, including Sponsor affiliates, to verify a Participant's identity, postal address and telephone number in the event a Participant qualifies for any applicable Prizes as well as to deliver the applicable Competition Prize(s).
- used to fulfill additional terms of the Competition or to contact a Participant in response to any question submitted by such Participant.
- shared by the Sponsor or any party authorized to comply with the law or in the good faith belief that such action is necessary in order to conform to the requirements of law or comply with legal process served on Sponsor, and to protect and defend Sponsor's rights or property.
- Winners' entries and names may be published online;
- Your personal data will remain in DG EAC database until the results of the competition have been published and usefully exploited. Personal data will be deleted, at the latest, one (1) year after the last action in relation to the competition (last action should be in February 2022).
- The collected personal data and all information related to the evaluation/study will be erased by ICF Next SA at the latest six months after the end of the contract.
- Participants have a right of access, verify which personal data is stored, have it modified, corrected or deleted. You may withdraw your consent to electronic communication and delivery of documents, update your contact information, or request a free paper copy of these Rules at any time by contacting us as set forth in these Rules. We will send you a confirmation notice once we have processed your change request.
- Participants who request that their details be deleted or withdraw consent during the course of the Competition accept that this will automatically terminate their participation in the Competition, since they cannot be included in the list of participants without their details being recorded.
- To exercise such rights, Participants may send a request to:

EAC-DISCOVER-EU@EC.EUROPA.EU

13. RIGHT TO CANCEL, MODIFY, OR DISQUALIFY: If for any reason the Social Share or Competition or any portion of either is not capable of running as planned due to technical or administrative problems, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond Sponsor's or Administrator's reasonable control which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Competition, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Competition or any portion of either.



14. **TAXES: ALL TAXES, FEES, DUTIES, SURCHARGES, IF ANY, IMPOSED ON ANY COMPETITION PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNERS.** The Winner is responsible for ensuring that it complies with all the applicable tax laws and filing requirements. If a Winner fails to comply with such laws, the Prize may be forfeited, and Sponsor may, in its sole discretion, select an alternative potential Winner.
15. **WARRANTY:** Sponsor, Administrator, and any related affiliates make no other warranties or representations whatsoever relative to the quality, conditions, fitness or merchantability of any aspects of the Prize(s). No transfer, substitutions or cash equivalent for Prize(s) will be allowed, except at Sponsor's and/or Administrator's sole discretion. Sponsor and/or Administrator reserves the right to substitute a Competition Prize, in whole or in part, of equal or greater monetary value if a Competition Prize cannot be awarded, in whole or in part, as described for any reason.
16. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL SPONSOR, ADMINISTRATOR OR ANY RELATED AFFILIATES, CLIENTS, PERSONNEL, DIRECTORS, OFFICERS, AGENTS, OR PRINCIPALS (PARTNERS, SHAREHOLDERS OR HOLDERS OF AN OWNERSHIP INTEREST, AS THE CASE MAY BE) BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, INCURRED BY PARTICIPANTS OR ANY THIRD PARTY, WHETHER BASED ON WARRANTY OR IN CONTRACT, TORT, OR OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, ARISING FROM THE SURVEY, THE COMPETITION PRIZES OR USE OF A COMPETITION PRIZE, EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Sponsor and/or Administrator is not responsible for: (i) lost, late, incomplete, invalid, illegible, unintelligible, damaged, altered, counterfeit, obtained through fraud, late, or misdirected Social Share entries, which will be disqualified; (ii) failed, partial or garbled computer transmissions; (iii) technical failures of any kind, including, but not limited to electronic malfunctioning of any network; or (iv) any technical, computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability or intervention, error, omission, interruption, detection, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the web site or otherwise whether caused by web site users or by any of the equipment or programming associated with or utilized in the Competition. Sponsor and/or Administrator reserves the right, in their sole discretion, to disqualify any application not in compliance with these Rules.

Participants agree that Sponsor and/or Administrator shall have no liability for unsuccessful efforts to notify any potential Competition Winner, or for any injuries, losses, or damages by reason of the Participant's participation in the Competition.

17. **INDEMNITY:** By accepting a Prize, the Winner agrees to release and hold harmless Sponsor, Administrator and any related affiliates, clients, personnel, directors, officers, agents, or principals (partners, shareholders or holders of an ownership interest) from any and all liability, loss or damages arising from or in connection with awarding, receipt and/or use of a Prize or participation in Prize-related activities, and they shall have no liability for any injury, misfortune, or damage to either persons or property incurred by entering, participating in or winning the Competition.
18. **IN CASE OF DISPUTES:** Sponsor and/or Administrator will interpret these Rules and resolve any disputes, conflicting claims or ambiguities concerning the Rules, and Sponsor's and/or Administrator's decisions shall be final. If any provision of these Rules is found to be invalid by any court having competent jurisdiction the invalidity of such provision shall not affect the validity of the remaining provisions of these rules, which shall remain in full force and effect. Sponsor and/or Administrator's reserves the right to modify or terminate the Competition or to make such other decisions regarding the administration or outcome as Sponsor and/or Administrator deems appropriate.



19. **FORUM AND RECOURSE TO JUDICIAL PROCEDURES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the Participant and Sponsor in connection with the Competition, shall be governed by, and construed in accordance with the European Union law, complemented where necessary by the law of Belgium (without any need to further detail the applicable laws). Participation constitutes Participant's full and unconditional agreement to these Rules and Sponsor's decisions, which are final and binding in all matters related to the Competition.
20. **CONTACT & FINALIST LIST:** Any queries shall be sent by mail to Sponsor at:
21. EAC-DISCOVER-EU@EC.EUROPA.EU
Please note that only the queries related to the DiscoverEU photo/video competition will receive an answer.