

## **Europe in My Region 2014 Photo Competition**

## **Terms & Conditions**

- 1. This Competition is organised and hosted by ICF Mostra on behalf of the European Commission, Directorate General for Regional Policy, B-1049 Brussels, Belgium ('Promoter').
- 2. No purchase is necessary to enter this competition.
- 3. No correspondence will be entered into regarding this Competition, including but not limited to the vote, selection and results.
- 4. Employees and immediate relatives of employees of the promoter or of its respective parent, subsidiary or affiliated companies or any other person connected with this competition are excluded from participation (this includes persons working for the European Union institutions, as well as the Managing Authorities, Intermediate Bodies, Joint Technical Secretariats, etc., that are responsible for the management of EU regional funding). Participants cannot be legal entities.
- 5. The promoter retains the right to disqualify any participant suspected of cheating in any form and remove their entries from the competition. No correspondence will be entered into on this matter.
- 6. The promoter reserves the right to select an alternative winner in the event that the promoter has reasonable grounds for believing that a participant has contravened any of these terms and conditions.
- 7. The winner will be required to provide a written acknowledgement of acceptance of all terms and conditions and sign a separate release form as provided by the Promoter. You can find the statement of release here.
- 8. All participants are responsible for any costs or expenses incurred by them as a result of participation in the Competition (including without limitation costs for accessing the Internet). Costs to enter the Competition via the internet may vary so the participants are invited to check with their local service provider for current charges.
- 9. A participant is responsible for any costs, taxes, duties or levies incurred as a result of participating in or winning the Competition. In addition, the participant hereby agrees and accepts that by winning the Contest, the participant may incur taxes, duties or other levies including but not limited to any prize tax etc under any applicable laws and

regulations. The participant hereby unconditionally accepts to bear any such tax, duty or other levy on behalf of participant or an accompanying guest.

- **10.** No responsibility will be accepted for entries lost, delayed, misdirected, damaged, or undelivered, whether due to technical difficulties affecting electronic communication or else.
- 11. The prizes are as stated and are non-transferable and cannot be exchanged. No cash or credit alternatives will be offered. If due to circumstances beyond the promoter's control the promoter is unable to provide the stated prize(s), the promoter reserves the right to award as substitute a prize of equal or higher value. All prizes are subject to the terms and conditions of the supplier of the relevant service included in the prize.
- 12. Participants and winners agree that they may be required to take part in publicity or other promotional activities without further consent or payment as later determined by promoter. Such publicity may include their names, images and/or likenesses as well as any contributions in the online Competition. The participant hereby grants the promoter any and all rights necessary for distribution and public display of any submitted text, image, or other intellectual property rights that may arise from participation in this Competition, the prizes or related publicity, and hereby grants the promoter the perpetual right to exclusively, royalty-free and without limitation use, edit, copy, reproduce, distribute, translate, and publicly display or publish any such intellectual property rights, for whatever purpose, in any form or medium, either on this web-site or elsewhere, for promotional activities or events arranged by promoter, whether locally or world-wide.
- 13. Any personal information, including, without limitation, the participant's name, age, address (including postcode), mobile phone number and/or email address will be used solely in connection with this Competition and will not be disclosed to any third party except for the purpose of the Competition (including subsequent promotions as stated in these terms and conditions). The European Commission Legal Notice displayed at <a href="http://ec.europa.eu/geninfo/legal\_notices\_en.htm">http://ec.europa.eu/geninfo/legal\_notices\_en.htm</a> under 'Legal Notice' applies to any processing of data performed in connection herewith.
- 14. By accessing the Facebook application, the participant agrees to be bound by these terms and conditions, which may be amended or varied at any time by the promoter.
- **15.** The promoter will not be responsible for any failed connection by the participant's attempt to access the Facebook application for whatever reason.
- 16. The promoter will under no circumstance whatsoever irrespective of the cause therefore, be liable for any loss, damage or personal injury to the winner nor to property or else caused or suffered in connection with this Competition or any prize(s) awarded in connection herewith.
- 17. The promoter will under no circumstance whatsoever be liable for any delays, changes, disruptions, cancellations, diversions or substitutions, unavailability of the prize(s) due to local public holidays or other conditions affecting availability or enjoyment of the prize(s), nor any act or omission whatsoever by any form of transportation and/or accommodation included in the prize(s). The promoter shall not be liable in respect of any non-performance of its obligations by reason of any act of God, civil war or strife, hostilities, act of foreign enemy, invasion, war, satellite failure, legal enactment, governmental order or regulation or any other cause beyond its control.
- 18. The Facebook application may contain links to other web-sites, resources and advertisers. The promoter shall not be responsible for the availability of these external sites nor does promoter endorse or agree to be responsible for the contents, advertising, products or other materials made available on or through such external sites. Under no circumstances shall the promoter be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to a user in connection with the use of or reliance on any content, goods or services available on such external site. Participants should direct any concerns directly to such external site's administrator or webmaster.

- 19. The Facebook application shall be used for lawful purposes only. Entries shall not contain any material and/or statement which violates or infringes in any way upon the rights of others which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent or otherwise objectionable, which encourages conduct or is conduct that would constitute a criminal offence, gives rise to civil liability or otherwise violates any applicable law. Entries failing to comply with this provision will be disqualified without prior notification. The Promoter reserves the right to remove any entries it deems to be inappropriate. The decision of Promoter in this matter will be final.
- 20. The promoter reserves the right at any time and from time to time without any liability whatsoever, to modify or discontinue, temporarily or permanently this Facebook application, including this Contest, with or without prior notice to Participants.