

**#DiscoverEU photo & video #Competition
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. COMPETITION ENTRY CONSTITUTES
ACCEPTANCE OF THE OFFICIAL RULES**

1. DiscoverEU COMPETITION SUMMARY:

The European Commission's DiscoverEU initiative ("**DiscoverEU**") gives 18-year-olds from all backgrounds the opportunity to travel around Europe (mainly by rail), learn from other cultures, make new friendships and explore their European identity.

The concept is simple: Participants need to upload photos and / or videos onto their Instagram or Twitter account using the hashtags #DiscoverEU and #Competition to show what they learnt, saw, experienced or did during their travels – that's how they could be one of the lucky winners!

2. SPONSOR AND ADMINISTRATOR: This Competition is sponsored by the **European Commission – Directorate-General for Education, Youth, Sport and Culture (DG EAC)** and administered by ICF Next S.A. **on behalf of the European Commission.**

3. HOW TO TAKE PART: In order to take part in the Competition, participants need to:

- upload at least one photo or one video on their Instagram or Twitter account. There is no limit to the number of photos/videos they can submit!
- use the hashtags **#DiscoverEU** and **#Competition**;
- tag @european_youth_eu;
- make sure their **video** is no longer than **15 seconds**;
- comply with the Competition Rules;
- agree with the Competition Terms and Conditions and the Privacy Statement, by filling out the form linked in the reply (Twitter) / comment (Instagram) posted on the photo/video entered in the competition.

Uploads will be moderated before they are displayed on the [European Youth Portal](#). Moderation may take up to 24 hours during the week. The weekend entries will be moderated on Mondays.

4. DURATION: The Competition runs until 30 November 2019.

5. WHO CAN PARTICIPATE? The competition is open to the DiscoverEU travellers selected during the #DiscoverEU December 2018 and May 2019 application rounds.

6. HOW ARE WINNERS SELECTED?

- Up to 20 of the most popular entries (with the highest number of likes, shares, retweets and comments) **relevant to the competition theme** will go into next round **along with 10 wildcards**, where the jury will determine the winners.
- Up to 10 wildcards selected from the entries with less public interactions which are deemed highly relevant to the competition theme and 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 the five winning photos/videos ("Winners"). The most visually original and creative entries will win.

A maximum of five lucky Winners will be chosen each month, which means new winners every May, June, July, August, September, October and November 2019.

Monthly winners will be contacted by email. Participants should keep an eye on their incoming

messages and make sure they reply within seven calendar days to the email sent by ICF Next S.A. via DiscoverEU-Competition@icfnext.com

Monthly winners will be publicly announced by name on the European Youth's social media platform(s): Facebook, Twitter and Instagram.

If any potential Winner fails to respond to Administrator's notification within seven calendar days, the Sponsor and/or Administrator reserves the right to choose a different potential Competition Winner.

7. **PRIZE(S):** Each one of the (maximum) 45 winners will receive one voucher for an online shop or gifts worth approximately €100.

Odds of winning the Competition depend on the number of eligible Competition entries received.

8. **WHAT PARTICIPANT NEED TO REMEMBER:** Each participant who **uploads a photo and/or video to their Instagram or Twitter account (each a "Social Share") with the hashtags #DiscoverEU and #Competition** during the below Competition Period and submits the DiscoverEU registration form is entering into the Competition.

Each Participant should read these Rules before submitting the **photo(s) and/or video(s)** to ensure they understand and agree. Participants must submit the DiscoverEU competition online registration form¹ to state that they agree with these Rules and with the Privacy Statement included in these Rules.

9. SUBMISSION REQUIREMENTS AND RESTRICTIONS:

- Each Participant must ensure that, the Social Share submitted does not:
 - violate applicable laws;
 - include any private information such as name, address, phone number, email address, and other personal data;
 - contain the likeness of anyone who is a minor (under the age of 18) or anyone other than the Participant, unless the Participant has his or her (or parent's or legal guardian's) permission to do so for this Competition. Participants must have permission from all recognisable people who appear in the Social Share, regardless of their age. If requested, Participants must be able to provide proof of such permission (see authorisation, licence forms below).
 - contain material that is indecent or promotes hate, alcohol, tobacco, drug, firearms, or any description or representation thereof.
- By submitting their Social Share to this Competition participants also guarantee and confirm that:
 - the Social Share is their own original work;
 - the Social Share verbal or written content (if any) is in English;
 - heavy modifications and special effects are avoided;
 - photos are in either a .JPG, .JPEG, .PNG or .GIF file;
 - where the Social Share contains another person's name, likeness, biography, actions and contributions, Participants will submit a signed [ adult_authorisation.doc], within the time specified.

¹ Link to online registration form:

<https://eu5se.voxco.com/SE/?st=VCjwGWYezqVloVHmtBlivBHXUKnnPCHFgSQ2Y6dswPM%3D&tui=1554977485468&nocookie>

- where the Social Share contains an owner or licensor's intellectual property, this document needs to be signed: [ photo_licence.doc] by the third party right holder.
- where the Social Share is uploaded by a minor or includes a minor, this release needs to be signed: [ minor_authorisation.doc] by the parent/legal guardian of such minor.
- Participants will keep all authorisations, licences and releases in a safe place. This is to protect the Participant in the event they are asked to prove that consent was given.

Multiple Participants are not permitted to share the same social media account. Each Participant may be required to show proof of being the authorized account holder.

10. PERMISSIVE USE.

By submitting your Social Share, you grant the European Commission a non-exclusive, sublicensable, royalty-free, perpetual, world-wide licence to use, record, copy, adapt, film, capture, use, licence, transmit, broadcast, exhibit, publish, circulate or display the Social Share, and Participant's name (including any and all nicknames, related names, and aliases), voice, image, likeness, visual representations (collectively, "Name and Likeness"), to create derivative works or use 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 format medium and language the way the European Commission deems fit.

11. ELECTRONIC COMMUNICATIONS: By participating in the Competition, Participants agree to communicate for the purpose of the Competition with the Sponsor and/or Administrator electronically.

12. PRIVACY STATEMENT: By participating in the Competition, Participants acknowledge that they have read and accepted this privacy statement and the terms and conditions outlined here. Participants will be asked to tick a box to agree to the Privacy Statement of this competition to be able to submit their Social Share.

Participants agree that personal data including 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).
- used to verify a Participant's identity, postal address and telephone number, as well as to deliver the applicable Competition Prize(s), in the event a Participant qualifies for any applicable Prizes.
- used 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

Additionally, we ask participants to note that:

- The data processor is ICF Next S.A. as the Administrator and the data controller is DG EAC (**Directorate-General for Education, Youth, Sport and Culture**) as the Sponsor. Data recipients are Voxco, for the purpose of registering participants to the competition and Wyng, Inc., for the purpose of catching and displaying the tagged photos, and videos on the DiscoverEU competition page <https://europa.eu/youth/discovereu/competition>.

1. Voxco, for the purpose of DiscoverEU online registration form:

1.1. Collects online registration form personal data (participant e-mail, name) and IP address, website data, localisation, and browser generated information, automatically collected while Voxco is being used, in accordance with and in the manner described in Voxco's *Cookie Policy* available at: <https://www.voxco.com/privacy-policy/>

1.2. Hosts the collected personal data collected on Voxco's secure servers in the EEA.

2. Wyng, for the purpose of displaying the photos/ videos (entries of participants who have registered and accepted to take part in the DiscoverEU competition), on <https://europa.eu/youth/discovereu/competition>, will:

2.1. collect registered participants' personal data: social media user name/ID, IP address, browser cookie, browser user agent, timestamp, which Wyng automatically collects while Wyng is being used, in accordance with and in the manner described in Wyng's *Cookie Policy* available at: <https://www.wyng.com/cookie-policy/>

2.2. host the personal data collected on Wyng's secure servers in the United States.

2.3. Wyng is registered and certified under the EU-U.S. Privacy Shield Framework: <https://privacy.truste.com/privacy-seal/validation?rid=5a6451b7-8527-457f-b2b0-3ebe54c1448f> and collects, uses and discloses information in accordance with its Privacy Policy here: <https://www.wyng.com/privacy-policy/>.

- The collected personal data and all information related to the competition will be erased by ICF Next SA at the latest six months after the end of the competition.
- Participants 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.
- Participants have a right of access to verify which personal data is stored, have it modified, corrected or deleted. Participants may withdraw their consent to electronic communication and delivery of documents, update their contact information, or request a free paper copy of these Rules at any time by contacting us as set forth in these Rules. Participants will receive a confirmation notice once their changes have been processed.

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.

To exercise such rights, Participants may send a request to: EAC-PHOTO-VIDEO-COMPETITION@EC.EUROPA.EU

13. **LIMITATION OF LIABILITY:** Participants agree that the Sponsor and/or Administrator shall have no liability for unsuccessful efforts to notify any potential Competition Winner, or for any harm, injuries, losses, damages, cost or expense, personal injury to participants, winners, third parties or to property, caused or suffered in connection with this Competition.

14. **FORUM AND RECOURSE TO JUDICIAL PROCEDURES:** All issues and questions shall be governed by, and construed in accordance with the European Union law, complemented

where necessary by the law of Belgium.

15. **RIGHT TO CANCEL, MODIFY, OR DISQUALIFY:** Sponsor and/or Administrator can modify, cancel, suspend or terminate the Competition and/or the present terms, if for any reason Competition is not capable of running as planned.
16. **INDEMNITY:** By accepting a Prize, the Winner agrees to release and hold harmless Sponsor, Administrator and any related affiliates, 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.
17. **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.
18. **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).
19. **CONTACT & FINALIST LIST:** Any queries shall be sent by mail to:
EAC-PHOTO-VIDEO-COMPETITION@EC.EUROPA.EU