



# EURORDIS Photo Contest 2014

## Terms & Conditions

By participating in the EURORDIS Photo Contest 2014 ("**Contest**") the participant ("**Participant**") accepts these terms and conditions ("**Terms and Conditions**"). These Terms and Conditions are published on our website (<http://img.eurordis.org.s3.amazonaws.com/photocontest/2014/photo-contest-terms-conditions.pdf>) and on our Facebook-page (<https://www.facebook.com/eurordis>). For all elements of the Contest that are not expressly governed by these Terms and Conditions, the Organiser reserves all rights to take all measures necessary for the optimal organisation of the Contest. The Organiser reserves the right to change these Terms and Conditions when it deems this is necessary.

### 1. Organiser

- a) The Contest is organised by EURORDIS, a non-governmental organisation incorporated and registered in France with enterprise number 413 459 066 000 36 having its registered office at Plateforme Maladies Rares, 96 rue Didot, Paris, France.

### 2. Participants

- a) The Contest is open to anyone with an interest in rare diseases. Participants under the age of 18 must have parental authorisation to enter the Contest.
- b) Employees of the Organiser and their families, members of the Organiser's Board and their families, and members of the jury and their families are not allowed to enter the Contest.

### 3. Duration of the Contest

- a) For the Expert's Choice prize and the EURORDIS Favourite prize, the Contest will run between 17 September 2014 14:00 Central European Time (CET) and 3 December 2014 12:00 (CET). Any photos submitted to the Organiser after this date will not be taken into account for awarding the Expert's Choice prize and the EURORDIS Favourite prize.
- b) For the Public Vote prize, the Contest will run between 17 September 2014 14:00 (CET) and 17 December 2014, 17:00 (CET). Any photo submitted to the Organiser after 16 December 12:00 (CET) will not be considered but voting will remain open until 17 December 2014 12:00 (CET).

### 4. Participation in the Contest

- a) To participate in the Contest, a Participant will need to submit his or her photo:
  - o By uploading the photo at <http://www.eurordis.org/photo-contest> and completing the entry form available on that web page;
  - o By sending the photo to [photocontest@eurordis.org](mailto:photocontest@eurordis.org) and providing the following information: full name of the Participant, title of the photo, description of the photo, first name of the person(s) photographed, name of the disease(s) represented, country of origin, the year in which the photo was taken, and any eventual comments;
- b) The Participant may only submit a photo which meets the conditions set out in this Clause:
  - o The photo must have a minimal resolution of 2048 x 1360 pixels in 300 dpi;

- The photo must not have received any prizes in other competitions;
  - The photo must represent or be related to a rare disease;
  - The Participant assures that the photo does not infringe any third party rights, including copyright, and that he or she holds all Intellectual Property Rights on the photo, and is entitled to participate.
- c) The Organiser will manually examine and validate the submitted photos before placing them in the Organiser's photo gallery ("**Gallery**") available on <http://www.eurordis.org/photo-contest>. The Organiser reserves the right to disqualify Participants submitting photos which it believes are not genuinely obtained (i.e., believed to be not taken by the Participant) and to disqualify Participants if fraud would compromise the integrity of the Contest as determined by the Organiser in its sole discretion.
- d) If the Participant would participate in the Contest by submitting more than one photo, which is allowed, the Organiser reserves the right to decide at its sole discretion which photo or photos it will add to the Gallery. The Organiser will not be obliged to add all submitted photos to the Gallery.
- e) The Organiser will award three prizes to three different winners:
- **Public Vote:** Awarded to the photo that receives the most votes.
  - **Expert's Choice:** Selected by professional fashion photographer [Rick Guidotti](#).
  - **EURORDIS Favourite:** Chosen by the [EURORDIS Staff](#).
- f) A Participant can start sharing his or her photo as soon as he or she uploads the photo through the online form. For the avoidance of doubt, if a photo would receive any votes before the Organiser adds the concerned photo to the Gallery those votes will not be lost and will remain valid once the photo is added to the Gallery by the Organiser.

For the Public Vote prize, voters can vote on a photo once per Facebook account per day. Voting on a photo allows the Organiser to collect data from the voter's Facebook account for communication and fund raising purposes. Voting ends on 17 December 2014, 12:00 (CET).

## 5. Prizes

- a) The Organiser provides three tablets of the type *Apple iPad Air Tablet Silver/White 9,7" 16 Go WiFi*, or of another type of tablet having the same value, which will be awarded respectively to the Participant winning the Public Vote prize, the Participant winning the Expert's Choice prize and the Participant winning the EURORDIS Favourite Prize.
- b) The prizes are non-transferrable, cannot be substituted for any other prize and no cash alternative is available.
- c) A Participant cannot win more than one prize. If the Expert's Choice or EURORDIS Favourite prize would be awarded to the Participant whose photo obtained the most Public Votes, the EURORDIS Favourite prize or Expert's Choice prize will be awarded to the EURORDIS or Expert's second choice. If the Expert's Choice prize and EURORDIS Favourite prize would be awarded to the same participant, the EURORDIS Favourite prize would be awarded to the EURORDIS Favourite second choice.

## 6. Notification and fulfillment of prizes

- a) The Organiser undertakes reasonable efforts to notify the winners by 17 December 2014 17:00 (CET) through the most convenient method available.
- b) The Organiser will ask for the winner's address and deliver his or her prize to that address. The Organiser cannot be held liable if the Participant would not receive the prize due to an error in the Participant's address or other personal information as provided to the Organiser, or due to any third party's fault (e.g., loss by postal or express services).

## 7. Participation is free of charge

- a) Participation in the Contest is free of charge, with the exception of the Participant's normal expenses to access the Internet, which will be borne by the Participant.

## 8. Intellectual Property Rights

- a) The Participant grants the Organiser an exclusive right to exploit the submitted photo(s) worldwide and for the entire duration of the Intellectual Property Rights on that photo, including the right to fix the photo by way of

any technique, the right to reproduce and to duplicate the photo in an unlimited number of copies and by way of any technique and the right to communicate and distribute the photo, in whole or in part, to the public. The Participant expressly acknowledges that the photo may be used for commercial, communication and fund raising purposes.

- b) The Participant also grants the Organiser all rights of action arising or accrued in relation to the Intellectual Property Rights on that photo including, without limitation, the right to take proceedings and recover damages and obtain all other remedies in respect of infringements of such Intellectual Property Rights.
- c) The Organiser is entitled to authorise its members and non-profit partners to use the submitted photos for communication purposes under the same conditions as set out in paragraph a) of this Clause 8 (*Intellectual Property Rights*).
- d) For the purpose of these Terms and Conditions, "**Intellectual Property Rights**" shall mean any and all intellectual property rights, including without limitation copyright and neighbouring rights in any jurisdiction, in the submitted photos.
- e) If the person(s) portrayed in the photo (or his or her family) does/do not want the photo to be used for public communication any more, the Organiser will cease the use of said photo within a reasonable time frame. However, the Organiser shall be authorised to continue using previously produced communication supports until out of stock.

## 9. Privacy

- a) The Participant will be required to provide the Organiser with the information set out in Clause 4 (*Participation in the Contest*). If the Participant does not provide the Organiser with this information, which includes personal data, the Participant is not allowed to enter the Contest.
- b) The Participant acknowledges that the participation in the Contest is considered a complete release of Facebook by each Participant. The Participant also acknowledges that the Contest is in no way sponsored, endorsed, administered by or associated with Facebook. The Participant acknowledges that it provides information to the Organiser and not to Facebook.
- c) The Organiser, whose contact details are set out in Clause 12 (*Contact*), shall only collect and process the Participant's personal data for the purpose of the Contest. The Participant has the right to consult his or her personal data and to request the Organiser to correct them.
- d) The Organiser reserves the right to announce the three winners, including their full names, of the Contest publicly on the Organiser's website and on its Facebook page.

## 10. Limitation of liability

- a) The Organiser cannot be held liable in the event specific circumstances require the Organiser to modify or annul the Contest.
- b) To the extent permitted by applicable law, the Organiser excludes any and all liability for direct or indirect damages caused by the Organiser in the organisation of the Contest. In any event, the Organiser's total liability shall be limited to the value of one tablet of the type *Apple iPad Air Tablet Silver/White 9,7" 16 Go WiFi*.
- c) The Participant indemnifies and holds harmless the Organiser from any claims or actions against the Organiser and against any expenses or costs (including legal costs and expenses) incurred in respect of any claim arising from any act or omission by the Participant and/or any inconsistency or non-compliance of the Participant with these Terms and Conditions.

## 11. Applicable law

- a) These Terms and Conditions are subject to French law. Every dispute regarding the validity, the interpretation or the execution of these Terms and Conditions will be subject to the exclusive jurisdiction of the courts of Paris, France, unless mandatory legislation would state otherwise.

## 12. Contact

- a) For any questions regarding the Contest, please send an e-mail to [photocontest@eurordis.com](mailto:photocontest@eurordis.com). Alternatively, questions may also be addressed to EURORDIS, 96 rue Didot, Paris (France)