



## Terms and Conditions of participation

Europass viral video competition” is organised by the National Europass Centres. (hereinafter the “NECs”) funded by the European Commission. Applications are managed through the Europass website (<http://europass.cedefop.europa.eu>). Competition will be open from 19.10 until 16.11.2015.

**1. General conditions of participation** The competition is open to over 18 year old residents of one of the following countries: Belgium (Fr)

Bulgaria

Czech Republic

Denmark

Estonia

Finland

Hungary

Lithuania

Malta

Norway

Portugal

Romania

Spain

Latvia

Poland

Austria

The UK

The Netherlands



To participate to this call, candidates must register on the Europass Website (<http://europass.cedefop.europa.eu/en/video-competition>), be over eighteen years old and accept these

Terms and Conditions, including the [Licence Agreement](#) below.

Before registering, participants must read and accept these Terms and Conditions and the Licence Agreement for participating to this call.

The participants declare that all the information they provided is truthful and corresponds to reality; they consent to the processing of this information in accordance with the privacy policy explained in point 7. of this document.

One registration is accepted per e-mail address. Once the registration has been made, the user will receive a message confirming the registration at the e-mail address provided in the registration form. Once registration to the Website has been made, the user will be able to take part in the call by accepting these Terms and Conditions and uploading one or more Videos (hereinafter the "Videos").

Participant grants a free, perpetual, irrevocable, non-exclusive and transferable licence to use, reproduce, amend, adapt and alter (including but not limited to translating and dubbing), publish, distribute, publicly execute and communicate, broadcast and view the uploaded video (wholly or partially) on the websites of the National Europass Centres and/or other media channels.

## **2. Selection of videos**

All videos will be reviewed by the selection board, who will assess their compliance with the recommendations contained in this document, and decide to make them available online or not. The selection board will examine and approve the videos proposed within a reasonable time. Every step in the processing of the video (approval, rejection, request for modifications, in case the Video is deemed suitable but is lacking in form or content) shall be notified to the user by e-mail or by any means of contact supplied upon registration to the Website. All the videos approved shall be visible and available on the Website.

In the situation when more than 3 videos from each country are submitted<sup>1</sup>, only the videos selected by the Coordinators of the National Europass Centres will progress to the voting stage of the competition.

## **3. Management of exploitation rights**

3.1 All videos will be processed in compliance with the terms of the Agreement.

3.2 Any and all rights of exploitation of the selected video shall be deemed to, have been assigned to the NECs and/or its assignee, without any limitations of time. These rights include but are not limited to rights

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<sup>1</sup> With the exception of Belgium where 3 videos per National Europass Centre will be accepted. More information available from the Belgian Europass Centres.



of reproduction, rights to show in public, right to derive other works there from, transmission to the public, making videos available to the public, distribution, translation, hire and lending in every form and with any means now available or which will become available in the future and with the right to assign to third parties.

Therefore the NECs and/or its assignee will be entitled to, by way of example and not limited to, directly or through third party licensees, without any limitation as to the number of passages of use of each video:

- (i) Temporarily or permanently reproduce any video in any format, including digital format, and by any means or procedure now in existence or which will in future exist;
- (ii) Make any video available to the public, using electronic means such as the Internet (on one or more websites, without limitation), both in streaming as well as in "download" and or any other technical means which allows use of the video;
- (iii) Communicate any video to the public, in any format or using any means for distant transmission, now in use or which will be used in future (by way of example, any type of telephone network, air, cable or satellite television, re-broadcast via satellite, re-broadcast via cable, free television, pay television, pay per view, video-on-demand, near video-on-demand, digital television, Dvd-h, IPTV);
- (iv) Distribute any video in any analog or digital format, now in existence or which will exist in future ( as an example CD, CD-Rom, CDi, DVD, Blu-ray), by any means and through any commercial channel (as an example big and small distribution, newsagents, e-commerce);
- (v) Distribute any video, including distribution with other audio-visual material and/or press publication;
- (vi) Show any Video in cinemas;
- (vii) Translate into any language the audio of each Video and insert sub-titles in any language;
- (viii) Rent and lend any video in any format and using any means;
- (ix) Use any video to promote and advertise the activities of the sponsor using any means whose use is permitted under this agreement;
- (x) Use and distribute to third parties the video even in c.c. "embedded" mode, enabling such third parties to reproduce the video on their own internet websites without the need of any form of prior authorization and with no compensation payable to you under any title save for moral rights;
- (xi) Use single parts or fragments of the video and re-assemble the video in whole or in part, should this be felt necessary in order to make better use thereof;
- (xii) Insert, in the video, a distinctive mark (figure, name, or other).

#### **4. Limitation of Liability**

4.1 The NECs do not assume any responsibility with respect to any technical malfunction of the hardware or software, interruption to the Internet connection, failed, incorrect, inaccurate, incomplete, illegible, damaged, lost, delayed, incorrectly addressed or intercepted registration by users, or any other registration by users which for any reason was not received by the NECs, electronic communications of any other kind, which were delayed or any other technical problem linked to the registration by users and to the upload of the videos in the course of this initiative. Likewise, the NECs do not give users any guarantee of proper functioning of the Website and of the programs forming part thereof.

#### **5. Exclusions**

5.1 Videos which the NECs, at its sole and unquestionable discretion, shall deem to be unsuitable for publication may be excluded or removed from the Website. Also, the NECs reserve the right to prohibit access to the Website to those users which have been held liable for any illegal deed. By way of example,



the NECs reserves the right to exclude works which contain material which is in breach of third party rights (breach of industrial/intellectual property rights), could be considered discriminatory based on race, and/or religion and/or nationality; is violent, pornographic or of a sexual nature; is defamatory; incites hatred; contains reference to alcohol, drugs or illegal substances; is contrary to law or contains reference to ill-treatment of animals.

5.2 Also no consideration shall be given to videos, which fall outside the theme, do not comply with the form and content required and described in detail in the brief of the call and in these Terms and Conditions. Users who use fraudulent means or means, which are in breach of the normal development of the call and users who, as an example but not limited to, hinder the registration process by other users, manipulate the proper functioning of the Website or in any other way breach the Terms and Conditions, may also be excluded from taking part in the call. The NECs reserves the right to proceed, as deemed opportune and in line with current laws in force, to limit and curtail any action aimed at circumventing the applicable system. Any fraud or attempted fraud shall be duly reported in terms of law.

## **6. Warranties and indemnification**

6.1 By participating to the call, participants represent and warrant that:

- the videos uploaded by them do not contain any material, which is in breach of the rights, pleas and claims of third parties whether financial or personal;
- they have obtained from all persons appearing and/or present on the video all the required authorizations and releases in accordance with these Terms and Conditions including with respect to any applicable copyright laws and that they will, upon request by the NECs, provide the relative evidentiary documentation within 5 days from request;
- the videos do not contain any visual or audio material, which, in terms of current laws in force, constitutes advertising material or is in any case illegal in terms of current laws or regulations;
- they have obtained written authorization from the parents and persons having parental authority for videos, which show minors or disabled persons;
- the videos are freely and legally exploitable in accordance with the provisions of these Terms and Conditions, that the participant is the author of the work and the only holder of the rights of exploitation therefore, or that he has acquired the authorization of all the persons having any such rights thereon, having properly fulfilled any requirement and/or satisfied any right even of a financial nature, pertaining to the relevant right-holders, or audio/visual release for use of images, name and voice in terms of applicable law, but excluding stocks and footage;
- they are fully aware that any liability, including criminal liability, with respect to each work lies with the user that has uploaded the video.

6.2 Users agree to hold harmless and indemnify the NECs and its third parties assignee, from claim or legal action (including reasonable legal expenses) connected to or deriving from the use of the Videos uploaded by them or the rights assigned in accordance with the Terms and Conditions and the breach of the representations and warranties set forth at of article 6.1 .

6.3 Users declare that they are fully aware that the participation to the call does not give rise to any inherent right or to any form of consideration.



## 7. Privacy

Any personal data belonging to the participants is for the sole purpose of the organisation and follow-up work pertaining to the competition and will not be disclosed to any third parties. The personal data will be destroyed after the completion of the competition. The processors of the data are the National Europass Centres (<http://europass.cedefop.europa.eu/en/about/national-europass-centres>).

## 8. Prizes

The first prize are shopping vouchers worth a maximum €2000.

There are two first prizes. There may also be other prizes, as deemed by the jury. The value of these prizes will not exceed the value of the first prize.

## 9. Acceptance

Participants to the call declare that they accept these Terms and Conditions in full and that they accept all the provisions of the [Licence Agreement](#) to which reference is made herein.

### **Licence agreement for the possible exploitation of audio-visual content**

Licence agreement for the possible exploitation of audio-visual content submitted to the Europass viral video competition.

The following terms and conditions set forth and regulate the use and possible exploitation of the audio-visual contents, which you will upload and make available on the Internet. By accepting the Licence you solemnly declare that you are over the age of 18 years. This Licence is entered by and between you and the National Europass Centres participating in the contest:

Austria, Belgium (Flanders), Belgium (Fr), Belgium (German-speaking) Bulgaria, Croatia, Denmark, Estonia, Finland, France, Germany, Iceland, Ireland, Latvia, Luxembourg, Netherlands, Norway, Poland, Slovenia, Spain, Switzerland, United Kingdom .

### **1. Purpose**

1.1. By virtue of this License, you are hereby granting:

(i) the NECs, on a non-exclusive basis, with an assignable and licensable worldwide free-of-charge licence to use, reproduce, communicate, edit and/or broadcast for the production and development of derivative work, convert and adapt on the NECs websites, directly or linked to other websites, any audio-visual content ("Video(s)"), which you will deliver or make available to the NECs by any means whatsoever; and

(ii) each and any NECs' websites on a non-exclusive basis, with a free-of-charge license to access the Video(s) from any country worldwide, through the said websites and/or social media channel.



1.2 Subject to NECs' or its assignee's selection and exercise of the option rights on the Video(s) in accordance with section 2 below, you hereby assign the NECs and its assignee, on an exclusive basis, a perpetual and worldwide licence to use and exploit any rights on the video(s), in whole or in part, with no restriction of time, passages, manners and space, by any means and procedure currently known or hereinafter developed and/or invented, including but not limited to, reproduction, performing and communication to the public rights, use for derivative works related rights, embedding, adaptation, distribution, translation and/or dubbing, lending and/or renting rights. By way of example, but not limited to, the NECs and its licensee (as set forth below) shall be entitled to:

- (i) convert, reproduce by any means and procedure, communicate, edit and/or broadcast, in whole or in part, the video(s), using any manner or currently known broadcasting system (e.g. TV, radio, phone, mobile, internet and communications network, private and/or public cinema, et alia), or hereinafter developed and/or invented, using any terrestrial or space technical instruments, concerning the transmission and reception known (for instance, digital decoder - including DAB, DVB-H and DVB-X, telecommunication satellite or by direct diffusion via DTH, terminal units, satellite decoder, optical fiber cable, phone cable, wireless network, UMTS and GPRS, wire, etc.) or hereafter developed, in any form (coded and/or encoded, free/pay, analogical and/or digital, interactive and/or multimedia, all kind of online and wap, by means of inclusion in bouquet of digital channel/platforms and data transmission channel of third parties through conditional access or not, etc.);
- •(ii) distribute, publish, embed and/or reproduce, images or any other part of the Videos on leaflets, magazines, album, collections, products, etc., also in commercial initiatives (promotions, merchandising, etc.), to use the same, with no limitation in the production and sound, visual and/or audio-visual products (including videotape recordings, video-records and other products out of commerce, magnetic or optical information supports or platform off-line and on-line, which may require a computer data processing and/or development and/or diffusion, the so-called electronic rights);
- (iii) transcribe and perform, represent, perform the Video(s) in public, trade, lend and/or rent, translate and/or dub, insert prizes competitions, games (also interactive, to the public and in match and/or collaboration with commercial partner), programs, shows, subtitles and trademarks (figures and names);
- (iv) proceed and/or transform, store in archives, cut, modify and/or make additions, insert or replace the spoken comment and/or the soundtrack, using extracts, recording or filing the title (as well as trademark), also with symbols or names, transmitting and using parts, extracts, sequences and/or images as well as for advertising, promo and any other use and/or commercial and business exploitation, none excluded, now known or hereinafter devised, without any additional fee or indemnification to be paid;
- (v) edit the Video(s) by inserting spots, billboards, jingle, promo, diary, announcements, messages, writings, and logos - advertising or not - by entire screen or by partial screen (the so-called split screen) or by graphic insertions on virtual and/or interactive advertising, TV promotions, any other services concerning advertising, promotional, sponsoring, and direct sale and/or by third parties as well as through interactivity.



## **2. Selection of video(s)**

The Video(s) will be selected by the NECs (and/or third parties entrusted by the NECs) to its sole discretion without any limitation or commitment to the number of Video(s) which can be made available to the public and selected by the NECs, even in the event of selection of winners set forth at section 3 below.

In the event the NECs or their assignees identify one or more Video(s) on the Website, they will notify via email the user – by adequately identifying the relevant Video(s) by indicating title, duration, etc. – the exercise of the option right set forth at section 1.2 of this Licence. Following the said notice the NECs and/or their licensees/assignees shall be entitled to exercise the exploitation rights on the identified Video(s) pursuant to this License.

## **3. Selection of winning video(s)**

The winning video(s) will be selected by the voting of the public and the jury comprised of the National Europass Centres' Coordinators. The jury will make a pre-selection of videos to be submitted for public voting. Voting takes place in two rounds: at the first round maximum 3 videos per country is submitted to popular vote and for the jury. The top 5 videos of both go on for a second round of voting: the public and the jury will each select their winner(s).

A maximum of 3 videos per country will separately be submitted to a public vote and a Jury vote. Each will choose their top 5 videos to move to the second round of voting. During the second round the top 5 videos from the Jury will be subject to another round of Jury votes and the top 5 public videos will be submitted to a second round of public voting. This final round of voting will decide the Public vote winner and the Jury vote winner. The public voting will be open from 23.11 to 29.11 midnight CET. There will be two winners, one for the popular vote, one for the jury's favourite. There can be 1 or more runner-up prizes by the decision of the jury. The winners will be announced 10.12.2015.

The judging of the jury will be based on the following criteria:

- Originality
- effectiveness in marketing Europass to the target audience, visual impact,
- presentation and creativity.

If the winners are not chosen in the first round of voting, the second round will be initiated. The judges' decision is final, and no correspondence will be entered into. This is a competition of skill, not a game of chance.

## **4. Representations and warranties on the video(s)**

You hereby represent and warrant:

- (i) to legitimately own any and all the exclusive rights as well as the moral rights on the video(s) – including but not limited to any and all intellectual property rights and other kind of rights regarding the exploitation of the video(s) and the licensing of the latter to the NECs and its licensee(s) in accordance with this License – as well as the free and indisputable exercise of the



NECs rights, the absence of bounds and duties as well as not to have carried out or to carry out any act which could prevent or limit the free exercise and/or use of such rights by the NECs in accordance with this License;

- (ii) to have obtained any and all the consent from any possible rights owner, including copyright and derivative rights, as well as any license, permission, clearances required with reference to the video(s), including but not limited to, the obligations and clearances required by the applicable Privacy Laws and regulations, as well as the necessary parents authorizations and waivers in the event the video(s) include images of individual younger than 18-year old;
- (iii) that the Video(s): (i) does not breach any personal right or other right of third parties or laws and rules; (ii) it is not defamatory of any individual or entity; (iii) it does not contain obscene, offensive, illegal, racist, sexually explicit, pornographic, harassing, threatening, abusive blasphemous and/or violent contents and messages; (iv) it does not contain contents and messages which would require parental control; and (v) does not contain any visual and/or sound element, having subliminal advertising nature or direct and indirect advertising nature of goods and services which are otherwise in breach of the applicable law and regulation;
- (iv) not to have anything to claim against the NECs and/or third parties vis-à-vis the granting of license set forth by this License or for any reason whatsoever.

You hereby agree to promptly provide any document regarding the fulfilments above.

## **5. Identification and liabilities**

You hereby undertake to keep the NECs - and its assignee(s) and/or licensee(s) - indemnified and harmless from any claim, damage and/or suits (including legal expenses) that may be threatened, made or brought by anybody due to the infringements of the representations and warranties set forth at section 4 above or however due and/or connected to the exercise of the rights in accordance with this License.

## **6. Information available on the Website**

You expressly agree and approve the disclosure on the Website of the following personal information and data of your profile. The said information will be available to all the users:

- your username indicated in the registration form on the Website;
- your registration date;
- your latest video(s) selected by the NECs (including title and date);
- your country of residence

## **7. Governing law and jurisdiction**

This License shall be governed by the UK Law and all disputes arising in connection with the construction and application of this Licence shall be subject to the exclusive jurisdiction of the legislation in the UK.

No regulation of this license shall be interpreted so that limiting or excluding the mandatory norms application to preserve the consumer's interests and, in any case, the mandatory application norms in force in your country. You expressly accept that, in purpose of this licence, the NECs shall contact you via email,





fax and/or telephone. Any disputes shall be tackled according to the legislation of the country of residence of the participant.