



Terms and Conditions

"LEARNING EQUALITY, LIVING DIGNITY" PHOTO AND ILLUSTRATIONS COMPETITION SHOWCASING THE IMPACT OF HUMAN RIGHTS EDUCATION!

- 1. By entering the Competition, the Entrant agrees to be bound by these terms and conditions and agrees that the decision of the Council of Europe on their interpretation and application is binding and final.
- 2. The Competition is open for participation until 1 September, 2016, 23.00 PM (Central European Time). No admission fee is required to participate. Voting shall be opened from the beginning of the competition and shall close on 9 September 2016 23:00 PM (CET).
- 3. The Entrant must submit the following documents via the Facebook page https://www.facebook.com/Act4HRE before 1 September, 2016, 23.00 PM (Central European Time).
 - a. One photograph or illustration;
 - b. A description of the photograph or illustration (in English or French) of a maximum 200 characters, including a title for the image;
- 4. The photographs must conform to the following specifications:
 - a. Photos must be the original work of the entrant;
 - b. Photos must be appropriate for posting on the website and social media profiles of the European Youth Centre and the Council of Europe. Obscene, inappropriate or otherwise questionable content will not be considered. The Council of Europe retains sole discretion as to what constitutes inappropriate content;
 - c. Entrant must have obtained all rights, permissions and licenses necessary to use the entry for any purpose;
 - d. No entry or any part thereof may infringe any trademark or copyright or otherwise violate anyone's right of privacy or publicity;
 - e. Pictures that have won awards in other photographic contests, or similar shots from the same sequence, are disqualified from entry. Images previously published in magazines, or similar shots from the same sequence, are not eligible;

- f. The photos shall be at least 800px wide and have a minimum height of 550px. They shall be a maximum of 6 MB. The recommended size for shared images is 1200x631 pixels.
- g. Some slight digital adjustment of the photos is allowed, but the intention of the photo should always be to remain faithful to the original experience, and never to misrepresent the reality of the scene or setting. The Council shall have complete discretion to determine whether an image has been overly adjusted or otherwise interfered with.
- 5. The Entrant commits to submit, before 6 November 2016, 23.59 PM (Central European Time), a scanned version of the filled in and signed release form (stating clearly the name of the Entrant and the title of the image for which the form is submitted) to the e-mail address Laszlo.MILUTINOVITS@coe.int and the original version to the post address:

European Youth Centre Budapest László Milutinovits Zivatar utca 1-3. 1024 Budapest, Hungary Subject: Photo and Illustrations Competition

Moreover, the Entrant shall submit, in the same e-mail than the scanned release form, the full-size image (at least 1200x1200 pixels – 1,5MB) in one of the following formats: JPEG, PNG.

- 6. To participate in the Competition, the Entrant must own all of the rights of the content of the entry. The Entrant shall retain all proprietary and intellectual rights over the content of the entry, subject to the right of the Council of Europe to use the content in line with Article 10 of these terms and conditions.
- 7. To participate in the Competition the Entrant confirms that they are aged between 13 and 30 years old at the date of submission and living in one of the European Cultural Convention member states. The Secretariat of the Youth Department reserves the right to consider the applications of entrants not complying with these conditions in duly justified cases.
- 8. The Entrant enters the competition at their own risk and on their own initiative. Minors entering the competition must have the permission of their parent or guardian. In case the entries depict minors the Entrant is obliged to present the written and signed permission of their parent or guardian.
- 9. The Entrant confirms that they have complied with local laws to the extent relevant, and that they have at all times and shall continue to abide by the principles of the Council of Europe.
- 10. By entering the Competition the Entrant agrees to allow the Council of Europe the right, royalty-free, to use, reproduce, represent, publish, adapt, translate and distribute the content of the entry in any country for promotional and educational purposes and for any other reasonable use. The entrant agrees that the Council of Europe may adapt, in consultation with the entrant, the images and/or the captions, and that the Council of Europe shall have the final say over any content which it decides to use. The entrant agrees that the Council of Europe may use some or all of the content as it sees fit on social media, in print, and any other format of publication or distribution. The Entrant shall not be entitled to any fee, remuneration, or other recognition of their work related to such use of their photo.
- 11. It is the sole responsibility of the Entrant to obtain written permission from the subject(s) in the photographs to use their image(s) for this contest and for their image(s) to be used by the Council of Europe as described in Article 10 of these terms and conditions. You can use the model release form for this. Where the subject(s) in the photograph do not have the capacity to consent this permission will need to have been given and be valid in

- accordance with applicable law (e.g. provided by legal guardians of the subject(s) authorized to give such consent).
- 12. Each Entrant releases and holds the Council of Europe harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Competition or resulting from acceptance, possession, or use of any Prize, including without limitation, personal injury, property damage and claims based on publicity rights, defamation or invasion of privacy. The Entrant guarantees that use by the Council of the Photos or illustrations will not infringe the rights of third parties. However, should the Council incur liability as the result of any such infringement; the Entrant will compensate it in full for any damage it may suffer in consequence.
- 13. Up to 7 Winners shall be selected by a jury. The jury will decide on winners taking into account:
 - a. The message of the photo or illustration.
 - b. The connection to the topic of human rights education.
 - c. Creativity and quality.
 - d. The number of votes received for each entry via the "Learning Equality, Living Dignity" Photo and Illustrations Competition Facebook page (https://www.facebook.com/Act4HRE).
- 14. The First Prize is a cash voucher of €300 and the automatic right to participate in the 3rd Compass Human Rights Education Forum. Up to 2 Second Prizes shall consist of a cash voucher of €100 and the automatic right to participate in the 3rd Compass Human Rights Education Forum. Up to four Third Prizes shall consist of the automatic right to participate in the 3rd Compass Human Rights Education Forum.
- 15. The prize is only transferable in agreement with the secretariat of the Youth Department in duly justified cases, and will only be given to the Winners as chosen in accordance with these rules. Where the Winners are under the age of 18 the prize may, if requested, be received by their parent or guardian on the sole behalf of the Winner.
- 16. The Winners will be notified via the e-mail address or Facebook profile used to submit the entry.
- 17. Each Winner shall be given seven (7) calendar days from the date of notification to claim the Prize. In the event that the Winner fails to respond in writing within that time period, chooses not to accept the Prize, is ineligible for the Competition or fails to duly complete, execute and return any documents required by the Council of Europe, they shall be immediately disqualified from the Competition and shall forthwith relinquish any right or entitlement to the Prize. The Council of Europe shall then choose an Alternate Winner from all remaining eligible entries following the same procedures. Confirmed Winners shall be announced via the Facebook page and any other site or social media profile of the Council of Europe deemed appropriate.
- 18. The Council of Europe shall not be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires, strikes, insurrection or riots, embargoes, delays in transportation, requirements or regulations of any civil or military authority, computer viruses, bugs, tampering, unauthorised intervention, fraud or technical failure.
- 19. The Council of Europe shall be entitled to cancel, terminate, modify or suspend the Competition and the terms and conditions without incurring liability for any expense, loss or damage caused or suffered in connection with the Competition, and without any liability for breach of any contract or agreement whether express or implied.