

## Terms and Conditions for the Generation '92 Video Contest

The rules listed below form the terms and conditions of the contest. Please note that by submitting an entry (electronically), you are deemed to have agreed to and accepted these rules. This contest is administered by the European Environment Agency (EEA).

1. Entrants may only enter the contest online and by submitting their audio visual recording (“video”) in accordance with the instructions set out on the [EEA Generation '92 contest website](#) (the “Site”). There are no monetary costs to enter the contest.
  2. The closing date for entries is noon (CET) on Wednesday 11th April, 2012.
  3. This contest is open to citizens of the 32 EEA member countries, Greenland and 7 West Balkan cooperating countries: 27 EU Member States, together with Iceland, Liechtenstein, Norway, Switzerland, Turkey, and Greenland as well as Albania, Bosnia and Herzegovina, Croatia, the Former Yugoslav Republic of Macedonia, Montenegro, Serbia, and Kosovo under the UN Security Council Resolution 1244/99.
- Contestants must be born between **1 January 1991 and 31 December 1993**. Proof of identity will be required from all winners.
- Should a winning entry be the result of a team effort, the team shall appoint one representative among its members to whom the prize will be awarded. All team members must meet the above age requirements.
4. The entry can be in any of the official languages of the countries of eligibility. However all submissions must be subtitled in English, should they be in another language. Entries submitted without English subtitles will be disregarded.
  5. EEA employees and all members of their immediate family are not eligible to enter the contest.
  6. One entry per person is allowed, and each entry must include name, nationality, address, age, and email address of entrant and a YouTube/Vimeo/Dailymotion link to the video recorded by that entrant.
  7. Any video submitted must be the work of the individual or team submitting it and must not have been published elsewhere or have won a prize in any other video contest. It is the responsibility of each entrant to ensure that any video they submit has been taken with the permission of the subject(s) and/or venue/location and does not infringe the copyright of any third party. The entrant warrants that they own the copyright for the video and that their entry does not infringe the privacy rights, copyright or any other rights of any person. The entrant shall be liable and provide compensation in the event of any action, claim or proceedings brought against EEA by a third party as a result of infringement of existing copyright caused by the entrant in participation to the contest.
  8. The entrant warrants that they have obtained permission of those pictured in the video (or, where the video shows any persons under 18, the consent of their parent/guardian) for the usage rights required by the contest and will indemnify the EEA against any claims made by any third parties in respect of such infringement.

9. Copyright of a video submitted for this contest remains with the respective entrants. However, in consideration of their providing the contest, each entrant grants a worldwide royalty free perpetual license to the EEA to feature any or all of the submitted video in any and all media for publicity and marketing purposes.

10. All visual elements embodied in each video must be fully cleared by the entrant for EEA's use as part of the contest and for any promotional use by EEA. Entrants must ensure that such use of their video as part of the contest and any use by EEA shall not infringe the rights of any third parties or any applicable law, regulation, code, order, direction or by-law and entrants shall indemnify and keep EEA fully indemnified from and against any claim, damage, loss (whether foreseeable or not), liability or cost including reasonable legal fees in respect thereof.

11. Entrants will not reproduce or otherwise use, transmit, share, download, rip or exploit the video other than for the purposes of the contest and in strict accordance with these Terms and Conditions.

12. By entering the contest, entrants agree that if an entry does not comply with the technical, artistic or legal specifications set out herein or if EEA in its sole discretion requires, EEA shall be within their rights to disqualify any such entries.

13. By entering the contest, entrants agree that EEA shall be under no obligation to exploit, distribute and/or exhibit any video(s) and the entrants shall have no claim against EEA in this regard.

14. The Winners will have provided a video in accordance with the Terms and Conditions. The winners will be the Entrants who submit the best quality videos, as determined by EEA in accordance with the criteria outlined in the contest rules.

15. The Winners will be selected during the week of 23<sup>rd</sup> April 2012 and announced on 9<sup>th</sup> May 2012.

The prizes are as set out on the Site.

16. The appearance of any video(s) entry at a future event by EEA is subject to EEA's discretion.

17. The Winners will be notified by email within seven (7) working days of the winner being selected.

18. In the event that EEA cannot for any reason contact a winner by midnight two working days after the above notification dates, EEA reserves the right in its discretion to draw another winner.

19. EEA's decision is final. No correspondence will be entered into.

20. EEA reserves the right to select an alternative winner in the event that EEA has reasonable grounds for believing that a selected winner has contravened any of these Terms and Conditions of entry. The defaulting entrant will be given the opportunity to express his/her observation on such a decision.

21. EEA can accept no responsibility for entries lost, delayed, misdirected, damaged or undelivered. Incomplete and/or illegible entries will be disqualified. EEA shall not be responsible for technical errors in telecommunications networks, Internet access or otherwise, preventing entry to the contest.

22. The prizes are as stated and are non-transferable. If due to circumstances beyond EEA's control EEA is unable to provide a stated prize, EEA reserves the right to award a substitute prize of equal value.

23. By entering the contest, entrants acknowledge that their entries may be required to be used in publicity without further payment. Such publicity may include without limitation the entrant's video, and, with the freely given an informed consent of the entrants, their name and/or likeness, voice, photographs and/or video footage of the entrant, biographical information provided by the entrants/winners and/or any statement made by them concerning the contest and/or the prizes. Entrants acknowledge that any or all such elements may be required to be used by EEA and its licensees in any and all media in perpetuity throughout the world as EEA and its licensees in their sole discretion see fit but EEA and its licensees shall have no obligation to include an entrant in any publicity whatsoever.

24. EEA shall not be liable to the winners and/or their guests for any loss or damage howsoever caused (whether in contract, tort or statutory duty or otherwise) arising out of or in connection with the contest and/or prize and the video submitted by such winners and/or their guests. This exclusion does not apply to damages caused by gross negligence or intent of EEA and/or its legal agents and/or its servants. By entering the contest, entrants waive to the full extent permissible by law, any and all claims that they may have against EEA.

25. EEA shall not be liable for any delay in performing or partial or total failure to perform any of its obligations to the winners and/or their guests under these contest Terms and Conditions if such delay or failure is caused by circumstances beyond its reasonable control including without limitation delays, changes, disruptions, cancellations, diversions or substitutions howsoever caused, including without limitation, as a result of war, terrorist action or threatened terrorist action, strikes, hostilities, civil commotions, accidents, fire, flood or natural catastrophes or arising, without limitation, out of or in connection with the activities of third party event organisers. For the avoidance of doubt, the affected winners and/or any guests shall be solely liable for any additional costs incurred as a result.

26. A list of winners will be available on the Site for a period of at least 3 months from the closing date of entry to the contest. Entrants shall note that by submitting an entry, they are deemed to have agreed that if picked as a winner their name may be disclosed to any third party, by EEA, when providing a list of the names of the winners where requested.

27. Any personal information, including without limitation, the entrant's age, address (including postcode), and email address will be used solely in connection with this contest and as set out in these Terms and Conditions and will not be disclosed to any third party, except for the purpose of fulfilling the prizes where applicable and providing a list of the names of the winners. Any personal information held by EEA in respect of any contest will be held on record for a short period for the purpose of ensuring fulfillment of the contest and then destroyed, at the latest by 2.4.2013.

28. All entrants agree to be bound by these Terms and Conditions, which may be amended or varied at any time by EEA on notice.

29. These contest Terms and Conditions shall be governed by and construed in accordance with the laws of the European Union, completed where necessary by the national substantive law of Denmark and the courts of Copenhagen (Denmark) shall have exclusive jurisdiction in relation to any disputes arising therefrom.

30. The top 20 videos selected by the pre-selection committee will be requested to provide a high resolution copy of their video either on DVD or by electronic means. By doing so, they will consent to EEA's use of their video in promotional activities in accordance with paragraph 23 above for a period of maximum 2 years.