

## Terms and Conditions for the Waste•smART 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 entries (“entry”) (maximum five) in accordance with the instructions set out on the “Site”. There are no monetary costs to enter the contest.
2. The closing date for entries is 30 September 2013, 12:00 CET.
3. This contest is open to citizens of the 32<sup>1</sup> EEA member countries and 7 West Balkan cooperating countries: 27 EU Member States, together with Iceland, Liechtenstein, Norway, Switzerland, Turkey, Albania, Bosnia and Herzegovina, Croatia, the Former Yugoslav Republic of Macedonia, Montenegro, Serbia, and Kosovo under the UN Security Council Resolution 1244/99.
4. All entrants must be over 18 years of age (born in or before the 1995 calendar year).
5. Proof of citizenship and age will be required from all winners.
6. Should a winning entry be the result of a team effort, the citizenship and age requirements shall apply to each team members. The team shall appoint one representative among its members to whom the prize will be awarded.
7. The entry can be in any of the official languages of the countries of eligibility. However all submissions must be translated into English, should they be in another language. Entries submitted without an English translation will be disregarded.
8. EEA employees and all members of their immediate family are not eligible to enter the contest.
9. Five entries per person per category are allowed, and each entry must include the name, nationality, address, age, and email address of entrant, and the following which are specific to the category:
  - a. Photograph – a photograph meeting the specifications outlined in the Competition rule, indicating the location of where the photograph was taken , a title and accompanying text;
  - b. Video – a video meeting the specifications outlined in the Competition rules, indicating the location of where the video was filmed, a title and accompanying text;
  - c. Cartoon – a single-frame cartoon meeting the specifications outlined in the Competition rules and a title.

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<sup>1</sup> The EEA will have 33 member countries and 6 West Balkan cooperating countries when Croatia joins the EU on 1 July 2013: 28 EU Member States, together with Iceland, Liechtenstein, Norway, Switzerland, Turkey, Albania, Bosnia and Herzegovina, the Former Yugoslav Republic of Macedonia, Montenegro, Serbia and Kosovo under the UN Security Council Resolution 1244/99.

10. Entries must be submitted through the completion of the designated online form and, if required, an email with the entry attached to [competition@eea.europa.eu](mailto:competition@eea.europa.eu).
11. Any entry 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 contest. It is the responsibility of each entrant to ensure that any photographs 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 photographs 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.
12. The entrant warrants that they have obtained permission of those pictured in the photograph or video (or, where the photograph or video shows any persons under 18 years of age, 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. You may download and use a generic [Consent Form](#) for this purpose.
13. Copyright of the materials submitted for this contest remains with the respective entrants. However, in consideration of their participation to the contest, each entrant grants a worldwide royalty free perpetual license to the EEA to feature any or all of the submitted materials in any and all media for publicity and wider environmental communication purposes. In the context of possible collaboration with other institutions in connection with the Waste•smART contest, the EEA reserves the right to share the entries, partially or wholly, with partner institutions determined by the EEA on a case by case basis. Should the entries be used in EEA and partner outputs, copyright owners (entrants) will be credited as 'Copyright: (NAME), Waste•smART/EEA'.
14. All visual elements embodied in each entry 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 entry or elements of their entry 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.
15. Entrants will not reproduce or otherwise use, transmit, share, download, rip or exploit the entry other than for the purposes of the contest and in strict accordance with these Terms and Conditions.
16. 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.
17. By entering the contest, entrants agree that EEA shall be under no obligation to exploit, distribute and/or exhibit any submission and the entrants shall have no claim against EEA in this regard.

18. The winners will have provided an entry in accordance with the Terms and Conditions. Winners will be the entrants who submit the best entry, as determined by EEA in accordance with the criteria outlined in the contest rules.
19. The winners of the Waste•smART competition will be selected following the close of the competition submission stage, and will be announced on 16 December 2013.
20. The prizes are as set out on the [www.eea.europa.eu/wastesmart](http://www.eea.europa.eu/wastesmart)
21. The appearance of the entry or any elements from the entry at a future event by EEA is subject to EEA's discretion.
22. The winners will be notified by email within 7 (seven ) working days of the winner being selected.
23. EEA will actively endeavour to contact the winner with arrangements for the prizes for a period of 1 (one) month following the announcement of the competition winners. In the event that the EEA is unable to contact the winner in this notification period, the EEA reserves the right to reallocate the cash prize.
24. EEA's decision is final. No correspondence will be entered into.
25. 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.
26. EEA can accept no responsibility for entries lost, delayed, misdirected, damaged or undelivered.
27. 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.
28. 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.
29. By entering the contest, Entrants acknowledge that their entries may be used in publicity without further payment. Such publicity may include without limitation the entrant's submission and, with the freely given and informed consent of the entrants, their name, location, artistic materials and/or text, 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.
30. 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 entry 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.

31. 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.
32. A list of winning entries will be available on the Website for a period of at least 3 (three) 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 entrants where requested.
33. 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 fulfilment of the contest and then destroyed, at the latest by 30 September 2014.
34. All Entrants agree to be bound by these Terms and Conditions, which may be amended or varied at any time by EEA on notice.
35. 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.