

## Terms and Conditions

1. The #BeActive Challenge - photo-video competition (hereafter referred to as the 'Challenge') is organised by the European Commission (EC).
2. The EC will not enter into any correspondence concerning the Challenge including, but not limited to, the selection of winners, announcement of results, and decisions on lack of eligibility or on disqualifications.
3. The Challenge is not open to employees of the EU institutions and Burson-Marsteller, Brussels, nor to their immediate relatives. Participants must be natural persons: legal entities are excluded from participation.
4. The Challenge will be open from 5 July June until 23 September. After this date, no further entries will be accepted.
5. The EC accepts no responsibility for entries that were sent but not received, for whatever reason. This includes but is not limited to lack of access to entries due to participants' privacy settings on their chosen online platforms.
6. The EC may disqualify any participant who is thought to be cheating in any way. Entries of disqualified participants will be subsequently withdrawn from the Challenge.
7. If the EC believes that a selected winner has broken any part of these Terms and Conditions, the EC reserves the right to choose an alternative winner.
8. Participants of the Challenge will be required to acknowledge in writing all Terms and Conditions via the relevant online sign-up webpage.
9. Participants are solely responsible for costs or expenses incurred as a result of participating in the Challenge (including, without limitation, costs for accessing the Internet). Participants are advised to check the cost of participation with their local Internet service providers.
10. Participants are solely responsible for any costs, taxes, duties or levies incurred as a result of participation in the Challenge or winning the Challenge. Participants acknowledge that as a result of winning the Challenge, they may incur taxes, duties or levies under applicable laws and regulations. Participants unconditionally accept to bear any such taxes, duties or levies on their own behalf, and on behalf of their accompanying guest.
11. The EC accepts no responsibility for loss, delay, misdirection, damage, or failed delivery—whether due to technical difficulties affecting electronic communication or else—of entries.
12. The prizes are as stated on the EC'S webpage for the European Week of Sport and are non-transferable and non-exchangeable. No cash or credit alternative will be offered. The EC reserves the right, if the stated prize is unavailable, to offer an award of similar value. All prizes are subject to the relevant terms and conditions of the supplier of the service included in the prize.
13. If the prize includes travel arrangements, the relevant tickets will be limited to a maximum value as stated on the EC'S webpage for the European Week of Sport. Travel tickets and accommodation will be arranged by the EC or an agent of the EC.
14. In the case where it is impossible to facilitate travel from the participant's home to the prize's destination included, the EC reserves the right to offer a travel voucher in accordance with the assigned budget of the travel prize for use at the discretion of the winner.

15. Participants grant the EC any and all rights required for distribution and public display of any videos, images, submitted text or other intellectual property rights that may arise from participation in the Challenge, the prizes or related publicity, and hereby grant the EC the perpetual right to exclusively and royalty-free and without limitation use, edit, copy, reproduce, distribute, translate, and publically display or publish such intellectual property rights, for whatever purpose, in any form or medium, either on this website or elsewhere, for promotional activities or events arranged by the promoter, whether locally or world-wide.

16. Except for the purpose of this Challenge (including subsequent promotions as stated in these Terms and Conditions), the EC will not disclose to any third-party, any personal information, including but not limited to, the participant's name, age, address, telephone number, and email address. Personal information will only be used in connection with the Challenge. The European Commission Legal Notice displayed at [http://ec.europa.eu/geninfo/legal\\_notices\\_en.htm](http://ec.europa.eu/geninfo/legal_notices_en.htm) under 'Legal Notice' applies to any processing of data performed in connection herewith.

17. The EC will under no circumstance whatsoever irrespective of the cause therefore, be liable for any loss, damage or personal injury to the winner nor to property or else caused or suffered in connection with this Challenge or any prize(s) awarded in connection herewith.

18. The EC will under no circumstance whatsoever be liable for any delays, changes, disruptions, cancellations, diversions or substitutions, unavailability of the prize(s) due to local public holidays or other conditions affecting availability or enjoyment of the prize(s), nor any act or omission whatsoever by any form of transportation and/or accommodation included in the prize(s). The EC shall not be liable in respect of any non-performance of its obligations by reason of any act of God, civil war or strife, hostilities, act of foreign enemy, invasion, war, satellite failure, legal enactment, governmental order or regulation or any other cause beyond its control.

19. If a winning participant is under the age of 18, the winner must be accompanied during the enjoyment of a 'travel' prize, by a legal parent or guardian.

20. Participation in the Challenge will take place via external online platforms/websites which may contain links to external websites, resources and advertisers. The EC is not responsible for the availability of these external sites, nor does the EC endorse or agree to be responsible for the contents, advertising, products or other materials made available on or through such external sites. The EC cannot, under any circumstance, be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused, to a user in connection with the use of, or reliance on, any content, goods or services available on such external sites.

21. Entries shall not contain any material and/or statement which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent or otherwise objectionable, which encourages conduct or is conduct that would constitute a criminal offence, gives rise to civil liability or otherwise violates any applicable law. Entries failing to comply with this provision will be disqualified without prior notification. The EC reserves the right to remove any entries deemed inappropriate. The EC's decision in this matter will be final.

22. The EC reserves the right to modify, discontinue temporarily or permanently, this Challenge, at any time and from time to time without any liability whatsoever, with or without prior notice to participants.

23. In case of conflict between these Terms and Conditions and the General Rules of the Challenge, these Terms and Conditions shall take precedence.