



PHOTO COMPETITION

from 12 February to 31 May 2009

"Europe in my everyday life"

COMPETITION RULES

- 1.1 To qualify to enter the competition, you must be resident in one of the 27 Members States of the European Union and be between 18 and 30 years of age.
- 1.2 By entering the Competition you hereby accept these competition rules.
- 1.3 Entries must be submitted between 12 February and 31 May 2009.
- 1.4 The competition is only open to amateur photographers. Professional photographers and anyone else working in the field of photography will be automatically excluded from the competition.
- 1.5 Staff working at the Committee of the Regions of the European Union are not permitted to take part in this competition.
- 1.6 By entering the Competition, you agree and acknowledge that the Party of the European Socialists Group of the Committee of Regions (PES Group) is permitted to receive your registration data. All personal information will be used by PES Group in accordance with its Privacy Policy - **Regulation (EC) 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data.**
 - The controller will be the PES Group secretariat, Committee of the Regions, Av. Belliard 101, B-1040 Brussels.
 - Participants agree that personal data including, but not limited to, name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used for the purposes of conducting and administering the Photo competition.
 - The time-limit for storing the data is fixed at 1 year.
 - Participants have the right to recourse at any time to the European Data Protection supervisor (www.edps.europa.eu) or to email the contact person at the following address: data.protection@cor.europa.eu.
 - Participants have the right to access, review, rectify or cancel any personal data held by the PES Group, by sending an email to the following address: pes-group@cor.europa.eu
- 2.1 To enter the competition, you must upload one single photograph via the following website: www.cor.europa.eu/pesweb (the "Website") and fill in the on-line application form, following the on-screen instructions carefully.

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- 2.2 Please indicate any technical problem in the uploading process to the following email address: PES-photo@cor.europa.eu.
- 2.3 The topic of the competition is "Europe in my everyday life". The photography should therefore illustrate the good things Europe has brought you in your everyday life.
- 3.1 Entries will be assessed by the jury selected by the PES Group and made up of PES Group members as well as professionals working in the field of photography.
- 3.2 Once the competition is closed, the PES Group may organize a pre-judging procedure to assess whether entries comply with the topic set for the competition.
- 3.3 Six winners will be selected and their names announced within two weeks of the competition closing. Winners will be notified by email and telephone. Should a winner not respond within two weeks of being sent the first such email, his/her prize will be awarded to another candidate.
- 3.4 The prizes will be organised as follows:
- 3.4.1 1st prize: semi-professional digital reflex kit worth approximately EUR 3 500
- 3.4.2 2nd and 3rd prizes: digital reflex photographic kit worth approximately EUR 1 500
- 3.4.3 4th to 6th prizes: photo-quality A3+ format printer worth approximately EUR 500.
- 3.5 The six winners of the PES Group competition will be invited to an award ceremony at the Committee of the Regions headquarters in Brussels, scheduled for 15 September 2009. They will receive return flights to Brussels and hotel accommodation.
- 3.6 The decision of the PES Group is final and not subject to appeal.
- 4.1 The PES Group reserves the right, in its sole discretion, to disqualify and remove any photograph that does not comply with the following requirements, even after the photograph is submitted on the Website. You warrant, in respect of the photograph submitted by you, as follows:
- 4.1.1 You are the sole owner and author of the photograph.
- 4.1.2 You have the right to make your photograph available to the competition.
- 4.1.3 The photograph does not contain any infringing, threatening, false, misleading, abusive, harassing, libellous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic or profane content.
- 4.1.4 The photograph does not contain any material that could constitute or encourage conduct which would be considered a criminal offence, give rise to civil liability, or otherwise violate any law.

- 4.1.5 The photograph does not infringe upon the copyrights, trademarks, contract rights, or any other intellectual property rights of any third person or entity, or violate any person's rights of privacy or publicity, and your photograph does not include:
 - 4.1.5.1 trademarks owned by third parties.
 - 4.1.5.2 copyrighted materials owned by third parties.
 - 4.1.5.3 names, likenesses or other characteristics identifying celebrities or other public figures, living or dead.
 - 4.1.5.4 Entries in which you have purchased or secured the rights to use stock images.
- 4.2 You agree to fully indemnify the PES Group in respect of all royalties, fees and any other monies owing to any person by reason of your breaching any of the foregoing.
- 4.3 You confirm that each person depicted in the photograph has granted permission to be portrayed as shown. Any costumes, props or other materials used must be rented or borrowed with the permission of the owner, and all other relevant permissions must have been obtained.
- 5.1 The PES Group recognizes you retain full ownership of the copyright in each photograph.
- 5.2 All entrants understand that the photograph submitted to the competition may be used by PES Group, in any of its events. You hereby grant the PES Group with a right to use the photograph in the framework of its activities.
6. Any photograph used by the PES Group shall carry a credit line. Any failure to provide such credit line shall not be deemed to be a breach, as long as the PES Group uses its reasonable endeavours to rectify such failure within a reasonable period from the date of notice of such failure.
7. You acknowledge that it is your responsibility for protecting any photograph against image misuse by any third party, for example, but not limited to the insertion of a watermark. The PES Group and its event partners assume no responsibility and are not liable for any image misuse.
8. The PES Group assumes no responsibility for any incorrect, inaccurate or incomplete information, whether caused by website users or by any of the equipment or programming associated with or utilised in the Competition, and the PES Group assumes no responsibility for technical, hardware or software failure of any kind, for lost network connections, garbled computer transmissions, other problems or technical malfunctions with regard to the Competition. The PES Group assumes no responsibility for any error, omission, corruption, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of entries. The PES Group is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, computer equipment, software, failure of any e-mail addressed to the PES Group on account of technical problems, human error or traffic congestion on the internet or any website, or any combination thereof, including any injury or

damage to your or any other person's computer related to or resulting from participation or downloading any materials in the Competition. If for any reason a contestant's photograph cannot be viewed or is not capable of running as planned, including infection by computer viruses, bugs, tampering, unauthorized intervention, fraud or technical failures, the PES Group assumes no responsibility.

9. In no event will the PES Group, its members, event partners or its officers, directors, employees, be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential, special or punitive damages arising out of any contestant's access to and use of the Website and participation to the contest. Without limiting the generality of the foregoing, everything on the Website is provided "as is", without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for purpose or use or non-infringement.
10. You agree to participate in related publicity and to the use of your name and likeness for the purposes of advertising, promotion and publicity without additional compensation.
11. All entrants must be able to supply a high resolution image suitable for printing in media. All images must be in JPEG format (up to a maximum of 5 MB) and printable in 20cm x 30cm format at a minimum of 300 dpi.
12. There are no cash alternatives available for prize-winners.
13. Winners' names will be published online.