Terms & Conditions of the Roaming in the EU photo contest

Rules

1. Theme of the competition The European Commission's Directorate General for Communications Networks, Content & Technology (DG CONNECT) hereby invites you to participate in the Roaming in the EU Facebook Photo Contest, to mark the end of roaming charges for travellers in the EU.

2. How to enter

Participants may enter the competition by sending their entries via Messenger to the Digital Single Market Facebook page (http://m.me/DigitalSingleMarket) or via email: cnect-social-media@ec.europa.eu.

3. Eligibility

Any permanent EU resident is eligible to enter.

Employees and immediate relatives of employees of the promoter or of its respective parent, subsidiary or affiliated companies or any other person connected with this competition are excluded from participation. See point 4 of the Terms & Conditions.

Entrants under the age of 18 at the time the winners are announced (September 2017), shall be accompanied by a parent. All entries will be carefully moderated.

4. Entries

Participants may submit a maximum of two entries.

The entry is a photo showing a situation in which people benefit from the end of roaming charges in the EU.

Each entry has to be accompanied by a short description containing the name of the author, the place where the photo was taken and how it relates to the end of roaming charges for travellers in the EU.

Collages – meaning two or more stand-alone images put side by side in an interesting manner, are allowed.

Composite images are not eligible: composite pictures contain separate images combined to make one image, thus changing the meaning of the original.

Photos may be edited and filters may be applied. Photos shot using various methods (i.e. long exposure, stacking) and camera built-in effects are accepted.

Entries that are offensive, defamatory or obscene, or that disclose unnecessary personal information will be rejected from the competition.

Images with copyright watermarks and text will be rejected: however, photos where only dates or titles appear are eligible.

5. Copyright

All entries must be original work and the participant must either be the sole owner or the transferee of the copyright.

By entering the competition, participants retain full copyright of their images. However, participants also agree to be bound by Facebook legal terms (**https://www.facebook.com/legal/terms**).

Participants also grant the European Commission the right to publish and exhibit uploaded photographs. No fee will be payable by the European Commission for this use.

Participants must obtain written consent from any individuals aged 18 or above who are identifiable in a photograph. Participants taking a photograph of anyone under 18 must ensure that they obtain the written consent of that child's parent/guardian. It is the participants' responsibility to ensure that the necessary consent has been obtained. Participants must retain all release forms obtained as they may be asked to prove that consent has been given.

Participants should retain the original digital file/negative of their entry as they may be asked to prove ownership of the work, as well as providing the promoter with the photo in the highest possible resolution.

6. Moderation

All photos are checked to make sure that they meet the competition rules before being accepted into the gallery. Once a photo has been reviewed, participants will receive an email or a Facebook message with notification of whether it has been accepted or rejected.

7. Entry period

Entries may be submitted to the competition at any time during the period 15 June 2017 to 15 September 2017, 23:59 Central European Summer Time.

8. Selection of winners

Three winners will be selected based on the number of Likes of their pictures in the Facebook photo gallery of the contest. Pictures with the highest number of Likes on 16 September 2017 00:01 Central European Summer Time are the winners.

9. Cheating

Please compete fairly and respect your fellow participants. Any participant reasonably suspected of cheating, including but not limited to the unfair acquisition of votes, will be disqualified from the competition and their entries removed.
No correspondence will be entered into on this matter.

10. Prizes[1]

Each winner will receive:

- Two Interrail passes entitling the holder to travel across the EU in any train[2].

Type of the Interrail pass: Adult, 2nd class Global Ticket enabling the holder to travel on 7 days within a period of 1 month. https://www.interrail.eu/en/interrail-passes/global-pass (approx. value : €330 per ticket)
The winners will have to specify the date when they want to use the Interrail tickets. The Interrail tickets must be used within 12 months after the winners are announced.

11. Acceptance of Competition Rules

By entering the competition, the participants agree to be bound by the Competition Rules, including assurances on the copyright of entries.

Terms & Conditions

1. This Competition is organised and hosted by the The European Commission's Directorate General for Communications Networks, Content & Technology - DG CONNECT ("Promoter").
2. No purchase is necessary to enter this competition.
3. No correspondence will be entered into regarding this Competition, including but not limited to the vote, selection and results.
4. Employees and immediate relatives of employees of the promoter or of its respective parent, subsidiary or affiliated companies or any other person connected with this competition are excluded from participation (this includes persons working for the European Union institutions, as well as the Managing Authorities, Intermediate Bodies, Joint Technical Secretariats, etc., that are responsible for the management of EU regional funding). Participants cannot be legal entities.
5. The promoter retains the right to disqualify any participant suspected of cheating in any form and remove their entries from the competition. No correspondence will be entered into on this matter.
6. The promoter reserves the right to select an alternative winner in the event that the promoter has reasonable grounds for believing that a participant has contravened any of these terms and conditions.
7. The winner will be required to provide a written acknowledgement of acceptance of all terms and conditions and sign a separate release form as provided by the Promoter.
8. All participants are responsible for any costs or expenses incurred by them as a result of participation in the Competition (including without limitation costs for accessing the Internet). Costs to enter the Competition via the internet may vary so the participants are invited to check with their local service provider for current charges.
9. A participant is responsible for any costs, taxes, duties or levies incurred as a result of participating in or winning the Competition. In addition, the participant hereby agrees and accepts that by winning the Contest, the participant may incur taxes, duties or other levies including but not limited to any prize tax etc under any applicable laws and regulations. The participant hereby

[1] Prizes must be collected before 15 December 2017.
[2] See the Booking conditions and Terms of use of the Interrail Pass: http://interrail.eu

unconditionally accepts to bear any such tax, duty or other levy on behalf of participant or an accompanying guest.
10. No responsibility will be accepted for entries lost, delayed, misdirected, damaged, or undelivered, whether due to technical difficulties affecting electronic communication or else.
11. The prizes are as stated and are non-transferable and cannot be exchanged. No cash or credit alternatives will be offered. If due to circumstances beyond the promoter's control the promoter is unable to provide the stated prize(s), the promoter reserves the right to award as substitute a prize of equal or higher value. All prizes are subject to the terms and conditions of the supplier of the relevant service included in the prize.
12. Participants and winners agree that they may be required to take part in publicity or other promotional activities without further consent or payment as later determined by promoter. Such publicity may include their names, images and/or likenesses as well as any contributions in the online Competition. The participant hereby grants the promoter any and all rights necessary for distribution and public display of any submitted text, image, or other intellectual property rights that may arise from participation in this Competition, the prizes or related publicity, and hereby grants the promoter the perpetual right to exclusively, royalty-free and without limitation use, edit, copy, reproduce, distribute, translate, and publicly display or publish any such intellectual property rights, for whatever purpose, in any form or medium, either on this web-site or elsewhere, for promotional activities or events arranged by promoter, whether locally or world-wide.
13. Any personal information, including, without limitation, the participant's name, age, address (including postcode), mobile phone number and/or email address will be used solely in connection with this Competition and will not be disclosed to any third party except for the purpose of the Competition (including subsequent promotions as stated in these terms and conditions). The European Commission Legal Notice displayed at http://ec.europa.eu/geninfo/legal_notices_en.htm under "Legal Notice" applies to any processing of data performed in connection herewith.
14. By sending an entry to this contest, the participant agrees to be bound by these terms and conditions, which may be amended or varied at any time by the promoter.
15. The promoter will not be responsible for any failed connection by the participant's attempt to access the Facebook application for whatever reason.
16. The promoter 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 Competition or any prize(s) awarded in connection herewith.
17. The promoter 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 promoter 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.
18. The Facebook application may contain links to other web-sites, resources and advertisers. The promoter shall not be responsible for the availability of these external sites nor does promoter endorse or agree to be responsible for the contents, advertising, products or other materials made available on or through such external sites. Under no circumstances shall the promoter 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 site. Participants should direct any concerns directly to such external site's administrator or webmaster.
19. The Facebook application shall be used for lawful purposes only. 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 Promoter reserves the right to remove any entries it deems to be inappropriate. The decision of Promoter in this matter will be final.

20. The promoter reserves the right at any time and from time to time without any liability whatsoever, to modify or discontinue, temporarily or permanently this Facebook application, including this Contest, with or without prior notice to Participants.