



# EHIC Storyboard Competition

*Terms and Conditions*

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## 1. Context

1.1 The “European Health Insurance Card – Storyboard Competition 2014” is a competition inviting interested contestants to submit a storyboard and accompanying synopsis on the European Health and Insurance Card (hereafter ‘EHIC’) by the European Commission’s Directorate General for Employment, Social Affairs and Inclusion (hereafter ‘the European Commission’).

1.2 EHIC is a free card issued by national health insurance providers in each country. It allows users to access publically-provided healthcare during a temporary stay in any EU Member State as well as Iceland, Norway, Liechtenstein and Switzerland allowing them to take advantage of exactly the same conditions as people insured in that country. For more information about the card, visit the website: <http://ec.europa.eu/social/main.jsp?catId=509&langId=en>

1.3 The competition website is hosted on [http://ec.europa.eu/social/ehic\\_competition.jsp?langId=en](http://ec.europa.eu/social/ehic_competition.jsp?langId=en) (hereinafter the ‘Website’).

1.4 The competition will be open until the 17th of August, 2014, midnight, CET.

1.5 The European Commission is looking for a synopsis and a storyboard that present a story through sketches in chronological sequence. The story and images should reflect the idea behind the European Health Insurance Card and convey at least one of the following messages:

- Expect the unexpected (when on holiday or travel in Europe)
- EHIC is for free (some websites / companies are charging citizens to obtain a card that is and will remain in fact free of charge).
- Raise awareness of EHIC among doctors and medical facilities (focus on those giving rather than receiving healthcare).

## 2. General guidelines to participate in the competition

2.1 The competition is open to citizens aged 18 and over from any EU Member State as well as Iceland, Norway, Liechtenstein and Switzerland. If under the age of 18, a parent or a legal guardian must sign the entry form. Participants cannot be legal entities.

2.2 The entry must consist of:

- A complete and signed entry form (available on the Website)
- A copy of a valid ID document
- A synopsis that may not exceed 250 words in English or French or German language
- A storyboard that must respect the following:
  - Have between 6 and 16 illustrated panels
  - Tell a story that features the European Health Insurance Card
  - Include a descriptive written summary underneath each scene, explaining what the scene is about in in English or French or German language

- Include speech bubbles and / or thought bubbles if needed in English or French or German language

An example of how a storyboard could look like is available at [http://ec.europa.eu/employment\\_social/empl\\_portal/EHIC/EHIC\\_storyboard\\_web.jpg](http://ec.europa.eu/employment_social/empl_portal/EHIC/EHIC_storyboard_web.jpg)

2.3 In order to participate in this competition, each contestant is asked to submit the entry documents referred to under point 2.2 **by the 17th of August, 2014, midnight, CET**, either:

- By **email** to [empl-europa@ec.europa.eu](mailto:empl-europa@ec.europa.eu), or
- By **post** at the following address:

EHIC Storyboard Competition  
European Commission  
DG Employment, Social Affairs and Inclusion  
B-1049 Brussels  
BELGIUM

2.4 The signature verifies that the work contained with this submission is that of the person named in the entry form and signifies agreement with rules and conditions of the competition. Only complete entries will be considered.

2.5 Only one entry will be allowed per registration form.

2.6 By entering the competition, each participant grants free, perpetual, irrevocable, non-exclusive license to the European Commission, for their entry. The European Commission reserves the right to use, reproduce, amend, adapt, alter, publish, distribute and view the submitted storyboard and synopsis on the European Commission's websites and any other media channels.

### 3. Approval

3.1 All the entries will be reviewed by a jury that will be composed of independent audio-visual professionals and representatives of the European Commission. They will select three finalists and their entries will then be published on the website. At this stage a public vote will determine the winner, second and third place, with people choosing their favourite finalist and the most votes being awarded first prize.

3.2 The jury will be looking for an imaginative and exciting story that is both clear and comprehensible. They will also consider whether the entry is compliant with the guidelines outlined in these Terms and Conditions. The jury undertakes to examine and select the 3 finalists within a reasonable time.

### 4. Prizes

4.1 The winning authors will be rewarded with the following amounts of money:

- Euro 1.500,00 for the winner; The overall winning concept will be will also be developed, adapted and produced into a video, which will be used to promote the European Health Insurance Card.

- Euro 1.000,00 for second place;
- Euro 500,00 for the third place.

4.2 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) of equal or higher value.

4.3 The European Commission reserves the right not to select any entry from amongst those sent during the competition and the authors cannot, in any event, claim or expect any form of payment or compensation whatsoever.

4.4 The entry form accompanied by a photocopy of a valid identification document and any further document which may be requested must be provided to the European Commission in order for the submission to be validated .

4.5 The European Commission reserves the right not to develop, adapt and produce into a video any of the storyboards submitted.

## **5. Management of exploitation rights**

5.1 All the works which enter this competition shall be submitted to these Terms and Conditions.

5.2 Upon payment of the compensation in terms of article 4.1 of these Terms and Conditions, any and all rights of exploit the selected storyboards and synopsis shall be deemed to have been assigned to the European Commission and/or its assignee, without any limitations of time. These rights include but are not limited to rights of reproduction, rights to show in public, right to derive other works therefrom, transmission to the public, making videos available to the public, distribution, translation, hire and lending in every form and with any means now available or which will become available in the future and with the right to assign to third parties.

5.3 The authors of the selected storyboards and synopses undertake to sign the documents and to fulfil any requirement which the European Commission and/or its assignee, at its discretion shall deem necessary in order to exercise, protect or enforce any right given by the Terms and Conditions for participating in the competition.

## **6. Limitation of liability**

The European Commission does not assume any responsibility with respect to any technical malfunction of the hardware or software, interruption to the Internet connection, failed, incorrect, inaccurate, incomplete, illegible, damaged, lost, delayed, incorrectly addressed or intercepted registration by users, or any other registration by users which for any reason was not received by the European Commission, electronic communications of any other kind which were delayed or any other technical problem linked to the registration by users and to the upload of the storyboards in the course of this initiative. Likewise, the European Commission does not give users any guarantee of proper functioning of the Website and of the programs forming part thereof.

## 7. Exclusions

7.1 Entries which the European Commission, at its sole and unquestionable discretion, shall deem to be unsuitable for publication may be excluded. Also, the European Commission reserves the right to prohibit access to the Website to those users which have been held liable for any illegal deed. By way of example, the European Commission reserves the right to exclude works which contain material which is in breach of third party rights (breach of industrial/intellectual property rights), could be considered discriminatory based on race, and/or religion and/or nationality; is violent, pornographic or of a sexual nature; is defamatory; incites hatred; contains reference to alcohol, drugs or illegal substances; is contrary to law or contains reference to ill-treatment of animals.

7.2 Also no consideration shall be given to entries which fall outside the theme, do not comply with the form and content required and described in detail in the brief of the competition and in these Terms and Conditions. Users who use fraudulent means or means which are in breach of the normal development of the competition and users who, as an example but not limited to, hinder the registration process by other users, manipulate the proper functioning of the Website, or manipulate the public vote, or, in any other way breach the Terms and Conditions, may also be excluded from taking part in the competition. The European Commission reserves the right to proceed, as deemed opportune and in line with current laws in force, to limit and curtail any action aimed at circumventing the applicable system. Any fraud or attempted fraud shall be duly reported in terms of law.

7.3 Employees and immediate relatives of employees of the European Institutions (this includes Managing Authorities, Intermediate Bodies, Joint Technical Secretariats, etc.) or any other person connected with this competition are excluded from participation. Participants cannot be legal entities.

## 8. Warranties and indemnification

8.1 By participating in the competition, participants represent and warrant:

- That the storyboards and synopses submitted by them do not contain any material which is in breach of the rights, pleas and claims of third parties whether financial or personal (ref. to Law 633 of 1941, to Law No. 196 of 2003 and other applicable laws and regulations); That they have obtained from all persons appearing and/or present on the storyboards all the required authorizations and releases in accordance with these Terms and Conditions including with respect to Law No. 196/2003 and/or other applicable copyright laws, that they will, upon request by the European Commission, provide the relative evidentiary documentation within 5 days from request; that they have obtained written authorisation from the parents and persons having parental authority for storyboards which show minors or disabled persons;
- That the storyboards and synopses do not contain any material which, in terms of current laws in force, constitutes advertising material or is in any case illegal in terms of current laws or regulations;
- That the storyboards are freely and legally exploitable in accordance with the provisions of these Terms and Conditions, that the participant is the author of

the work and the only holder of the rights of exploitation therefore, or that he has acquired the authorisation of all the persons having any such rights thereon, having properly fulfilled any requirement and/or satisfied any right even of a financial nature, pertaining to the relevant right-holders. Participants cannot use the work of another right-holder without his explicit consent.

- That they are fully aware that any liability, including criminal liability, with respect to each work lies with the user that has submitted the entry.

8.2 Users agree to hold harmless and indemnify the European Commission and its third parties assignee, from claim or legal action (including reasonable legal expenses) connected to or deriving from the use of the entries submitted by them or the rights assigned in accordance with the Terms and Conditions and the breach of the representations and warranties set in these Terms and Conditions.

8.3 Users declare that they are fully aware that the participation to the competition does not give rise to any inherent right or to any form of consideration.

8.4 The European Commission reserves the right at any time and from time to time without any liability whatsoever, to modify or discontinue, temporarily or permanently this competition, with or without prior notice to Participants.

## **9. Privacy**

Personal data collected within the scope of this initiative shall be treated in terms of the Privacy Statement available on the Website. The processor of the data is the European Commission and Tipik, which will be working with the European Commission to promote, prepare and carry out the competition.

## **10. Acceptance**

Participants to the competition declare that they accept and agree with these Terms and Conditions in full.