

# TERMS AND CONDITIONS

## Video competition - Build Europe with us!

1. The Competition is organised in a joint action of **Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs (DG GROWTH) and the Executive Agency for Small and Medium-sized Enterprises (EASME)**, hereunder referred to as the "**European Commission**".
2. **Participants** can be individual natural persons, a group of natural persons or legal entities. Natural persons should be EU citizens or at least residents in one of the 28 EU Member States. Legal entities should be established or at least based in one of the 28 EU Member states.
3. The **purpose** of the Competition is to promote videos showing innovativeness in the construction field. The European Commission is looking for videos on the following subjects: Category "Apprentices" or Category "Masters".
4. The **deadline for submission** of the videos is **10<sup>th</sup> June 2015, 22.00 Brussels time**, on the following webpage [http://ec.europa.eu/growth/sectors/construction/video-competition/index\\_en.htm](http://ec.europa.eu/growth/sectors/construction/video-competition/index_en.htm).
5. The participants can submit their video in only one of the two proposed categories: Category "Apprentices" or Category "Masters". Only one submission of a video per participant either in Category "Apprentices" or Category "Masters" will be accepted.
6. **By submitting their videos**, the participants agree to be bound by the Terms and Conditions provided herein.
7. The European Commission may disqualify any participant who does not comply with these Terms and Conditions. Entries of videos of disqualified participants will be withdrawn from the Competition.
8. If the European Commission becomes aware that a selected winner has not complied with any part of these Terms and Conditions, the European Commission reserves the right to choose an alternative winner.
9. Participants are solely responsible for any costs, including taxes, duties or levies or other expenses incurred as a result of participating in the Competition (including, without limitation, costs for accessing the Internet). Participants are advised to check the cost of participating with their local Internet service providers.
10. Participants acknowledge that as a result of winning the Competition, they may incur taxes, duties or levies or other expenses under applicable laws and regulations. Participants unconditionally accept to bear any such taxes, duties or levies on their own behalf.
11. The European Commission 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 an official diploma delivered by the European Commission, recognising the high quality of the video showing innovativeness in the construction field and a last generation smartphone.

13. If a winner is under the age of 18, he/she must provide the confirmation of the acceptance of these Terms and Conditions by his/her authorized legal representative.
14. The prize is as stated in these Terms and Conditions and is non-transferable and non-exchangeable. No cash or credit alternative will be offered.
15. Two winners will be designated in each category by a jury composed by 5 experts. The European Commission plans to award maximum 4 videos. The decisions of this Jury will be irrevocable and final. No appeal procedure is applicable.
16. By **submitting their videos**, the participants expressly agree to licence their videos under the terms of a [Creative Commons Attribution-Non Commercial 4.0 International License](http://creativecommons.org/licenses/by-nc/4.0/) (CC BY NC 4.0) (<http://creativecommons.org/licenses/by-nc/4.0/>). To this end the participants warrant that they own and/or have obtained all rights necessary to license all audio-visual materials used in the submitted videos under the terms of a [CC BY NC 4.0 License](http://creativecommons.org/licenses/by-nc/4.0/).

For the sake of clarity, the terms of a CC BY NC 4.0 could be summarised as allowing the recipient of the licence to 1) share the videos (e.g. copy and redistribute the videos in any medium or format); 2) adapt the videos (e.g. remix, transform, and build upon the videos) subject to the conditions that the author(s) is/are acknowledged and that the use is non-commercial.

17. By submitting their videos the participants confirm that the author(s) undertake not to oppose their names being recalled when their videos are presented to the public and confirms that their videos can be divulged.
18. The participants shall possess all relevant agreements of the author(s) and provide proof by way of documentary evidence. Upon request from the European Commission, the participants agree to provide proof of ownership or license to use of all necessary rights referred to above.
19. The participants shall indemnify and hold the European Commission harmless for all damages and costs incurred due to claims brought by any third party including authors and intermediaries for any breach of any intellectual, industrial or other property right based on the European Commission's use of the video and in breach of the Terms and Conditions herein.
20. The participants undertake not to transfer or grant any of the rights in their videos to any third-party pending the duration of the Competition.
21. Participants designated as winners of the Competition provide their irrevocable consent to assign their ownership rights in their winning videos to the European Commission, including but not limited to, the copyright thereto. The acquisition of ownership rights in the European Commission covers all territories worldwide and is valid for the whole duration of the intellectual property rights therein.
22. Except for the purpose of this Competition (including subsequent promotions as stated in these Terms and Conditions), the European Commission 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 Competition. Any personal data shall be processed pursuant to Regulation (EC) 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed by the data controller solely for the purposes of the performance, management and monitoring of the competition without prejudice to its possible transmission to the bodies charged with monitoring or inspection tasks in application of Union law. Details concerning the processing

of your personal data are available on the privacy statement at: <http://ec.europa.eu/easme/sites/easme-site/files/privacy-statement-calls-EASME.pdf>. The participant shall have the right to access its personal data and the right to rectify any such data.

The participant should address any queries concerning the processing of its personal data to the data controller. The participant shall have the right of recourse at any time to the European Data Protection Supervisor.

The data controller shall be the Head of Unit A.1 COSME, EASME. Communications shall be sent to the following address:

European Commission  
Executive Agency for Small and Medium-sized Enterprises (EASME)  
Mr José Puigpelat  
Unit C.1 COV2 11/148  
B-1049 Brussels  
Email: EASME-CONSTRUCTION-VIDEO-CALL@ec.europa.eu

23. The European Commission 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.
24. The European Commission 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). The European Commission 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.
25. The European Commission reserves the right to remove any entries of videos deemed inappropriate. The European Commission's decision in this matter will be final.
26. The European Commission reserves the right to modify, discontinue temporarily or permanently, this Competition, at any time and without any liability whatsoever, with or without prior notice to participants.