



EBCG Day 2018 Photo Competition Terms and Conditions

Organizer

1. The contest Organizer is Defacto sp. z o.o. Headquartered in Warszawa, ul. Królowej Marysieńki 46 KRS 0000232474 acting on behalf Frontex.

Eligibility criteria

2. The competition is open to Staff of the national authorities competent in law enforcement matters, cooperating with Frontex.
3. All entrants must have reached the age of majority in their jurisdiction of residence at the time of entry.

Submission of entries

4. Each entry consists of an entry form and one photograph.
5. Entrants may only enter the contest by sending completed entry form and photo via email to photo@frontex.europa.eu.
6. The entry form should be filled out electronically and dully signed. Then scanned and send to photo@frontex.europa.eu.
7. The entry form must be filled out and submitted in English. Entries submitted without an English translation will be disregarded.
8. All fields of the entry form must be completed. Failure to do so will render the entrant automatically excluded from the photo competition.
9. One photograph per person is allowed, and the entry must include name and surname of the author, nationality, name of the authority/organization, telephone number and email address of entrant, the location of where the photograph was taken, a photo title and accompanying text of maximum 1300 characters with spaces. Photographs should be saved in .jpg format with a minimum 2500x3500 pixel resolution.
10. Any photo submitted must not be published elsewhere or have won a prize in any other contest.
11. Frontex can accept no responsibility for entries lost, delayed, misdirected, damaged or undelivered.
12. By submitting an entry, each entrant unconditionally accept and agrees to the Terms and Conditions and warrants that his or her entry complies with all requirements set out in the Terms and Conditions.
13. All entries that do not comply with the terms and conditions will be disqualified.
14. Entering the contest is free of charge.
15. The closing date for entries is **April 29, 2018 23:59 CET**.

Selection criteria and prizes

16. The winners will be chosen in two different categories: the Judges Award, granted by the Selection Panel and the Audience Award, granted by the participants of the EBCG Day.

17. The Selection Panel will comprise of three Frontex employees and one independent professional photographer. Photographs will be judged based on the following criteria: relevance of the photo to the competition theme, originality, creativity expressed, as well as photographic ability.
18. Winners of the Judges Award will receive a cash prize of 500€ (1st place), 300€ (2nd place) and 100€ (3rd place) respectively, as well as an opportunity to participate in EB&CG Day 2018 in Sopot, Poland, with a guarantee of reimbursement of travel and accommodation costs (1st, 2nd and 3rd places).
19. Winner of the Audience Award will receive a cash prize of 500€.
20. Taxes from cash prizes will be covered by Frontex.
21. The prizes are as stated and are non-transferable. If due to the circumstances beyond Frontex control Frontex is unable to provide a stated prize, Frontex reserves the right to award a substitute prize of equal value.
22. The winners of the photo competition will be notified by e-mail.
23. A list of winning and recognized entries (including the photograph, name and surname of the author, a location and a description) will be available on the event's website as well as Frontex website and social media channels. Entrants shall note that by submitting an entry, they are deemed to have agreed that if picked as a winner their name may be disclosed to any third party, by Frontex, when providing a list of the names of the entrants where requested.
24. Frontex will actively endeavor to contact the winners with arrangements for the prizes for a period of one month following the announcement of the competition winners. In the event that the Frontex is unable to contact the winner in this notification period, the Frontex reserves the right to reallocate the cash prize.
25. Frontex reserves the right to select an alternative winner in the event that Frontex has reasonable grounds for believing that a selected winner has contravened any of these Terms and Conditions of entry. The defaulting entrant will be given the opportunity to express his/her observation on such a decision.

Conditions

26. By entering the contest, the entrant declares that he/she is the author of the submitted photographs and possesses all the necessary rights and permissions, including copyright for the photographs.
27. It is the responsibility of each entrant to ensure that any photographs they submit have been taken with the permission of the subject(s) and/or venue/location and does not infringe the copyright or any other right of any third party.
28. The entrant warrants that he or she has obtained permission of those pictured in the photograph (or, where the photograph shows any persons under the age of majority in their jurisdiction of residence, the consent of their parent/guardian) for the usage rights required by the contest and will indemnify Frontex or Organizer against any claims made by any third parties in respect of such infringement.
29. The entrant is liable and provides compensation in the event of any action, claim or proceedings brought against Frontex or Organizer by a third party as a result of infringement of copyright caused by the entrant in participation to the contest.
30. Copyright of a photograph submitted for this contest remains with the respective entrants. However, in consideration for their participation in the contest, each entrant grants a worldwide, perpetual and royalty-free license to the European Union to feature any of the submitted photographs in any or all

media for publicity purposes. This includes any future publication (including the entrant's photograph and, with the freely given and informed consent of the entrants, their name, location, photographs and/or text, biographical information provided by the entrants/winners and/or any statement made by them concerning the contest and/or the prizes) which may be offered to the public (including via third parties such as newspaper publishers). The photographs may be used in whole or in part, at any time, in composite or distorted form, in color or otherwise, and may be published through any medium including, but not limited to, printed material, video and/or on the internet. Frontex may sublicense any of its rights obtained under this paragraph.

31. Frontex is not be liable for any defects in the performance of its obligations to the winners and/or their guests under these Terms and Conditions in case of force majeure or in case these defects are connected to third party event organizers. For the avoidance of doubt, the affected winners and/or any guests are solely liable for any additional costs incurred as a result.

Final provisions

32. Any personal data including, but not limited to, the entrant's name, telephone number or email address will be processed solely for the purpose of administering this contest as set out in these Terms and Conditions, in accordance with the relevant provisions of the European Border and Coast Guard Regulation¹ and EU data protection law. Such data will not be transferred to any third party, except for the compatible purpose of awarding the prizes, where applicable, by providing a list of the names of the winners. Any personal data held by Frontex in respect of this contest will be stored temporarily for the purpose of its administration and will subsequently be erased without delay.
33. All visual elements embodied in each photograph must be fully cleared by the entrant for Frontex use as part of the contest and for any promotional use by Frontex. Entrants must ensure that such use of their photograph as part of the contest and any use by Frontex shall not infringe the rights of any third parties or any applicable law, regulation, code, order, direction or by-law and entrants shall indemnify and keep Frontex fully indemnified from and against any claim, damage, loss (whether foreseeable or not), liability or cost including reasonable legal fees in respect thereof.
34. By entering the contest, entrants agree that if an entry does not comply with the technical or artistic specifications or legal requirements set out herein or if Frontex in its sole discretion requires, Frontex shall be within its rights to disqualify any such entries.
35. By entering the contest, entrants agree that Frontex is under no obligation to exploit, distribute and/or exhibit any photograph and the entrants shall have no claim against Frontex in this regard.
36. These contest Terms and Conditions are governed by and construed in accordance with the laws of the European Union and in accordance with the general principles of transparency, proportionality, equal treatment and non-discrimination.

¹ Regulation (EU) 2016/1624 of the European Parliament and of the Council of 14 September 2016 on the European Border and Coast Guard and amending Regulation (EU) 2016/399 of the European Parliament and of the Council and repealing Regulation (EC) No 863/2007 of the European Parliament and of the Council, Council Regulation (EC) No 2007/2004 and Council Decision 2005/267/EC (OJ L 251, 16.9.2016, p. 1).