

## ED4BG 2017 photo competition terms and conditions

1. The contest Organizer is Defacto sp. Z o.o. Headquartered in Warszawa, ul. Kosiarzy 21 KRS 0000232474 acting on behalf Frontex.
2. Entrants may only enter the contest by submitting their entry via email [photo@frontex.europa.eu](mailto:photo@frontex.europa.eu). Entering the contest is free of charge.
3. The closing date for entries is May 9, 2017 23:59 CET.
4. All entrants must be over 18 years of age on the date of submission of their entry.
5. Proof of age will be required from all winners.
6. The entry must be in English. Entries submitted without an English translation will be disregarded.
7. The competition is open to law enforcement national authorities cooperating with Frontex.
8. Frontex employees and all members of their immediate family are not eligible to enter the contest.
9. Maximum two photographs (one per theme), per person is allowed, and each entry must include name, nationality, name of authority/organization, telephone number and email address of entrant, the location of where the photographs were taken, a photo title and accompanying text. Photographs should be in .jpg format with minimum 2500x3500 pixel resolution. Entries must be submitted via email to [photo@frontex.europa.eu](mailto:photo@frontex.europa.eu)
10. 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. Any photo submitted must be the work of the individual who is not a professional photographer, and must not be published elsewhere or have won a prize in any other contest. 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. The entrant declares that they own the copyright for the photographs and that their entry does not infringe the privacy rights, copyright or any other rights of any person. To the extent that if any of the Photographs contain readily identifiable persons, the entrant have included all names, addresses and telephone numbers of such persons and their written consent for using their images for the purposes identified by Frontex and Organizer. 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.
11. The entrant warrants that they have obtained permission of those pictured in the photograph (or, where the photograph shows any persons under 18 years of age, 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.
12. 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 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.
13. 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.

14. 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.
15. 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.
16. The winners will have provided a full submission in full compliance with the Terms and Conditions. Winners will be the Entrants who submit the best photograph, as determined by Frontex in accordance with the criteria outlined in the contest rules.
17. The winners of the Frontex photo competition will be selected following the close of the competition submission stage, and will be announced on 17 May 2017.
18. Winners will receive a cash prize of 500 (1<sup>st</sup> place), 300 (2<sup>nd</sup> place) and 100 (3<sup>rd</sup> place) Euros respectively, as well as an opportunity to participate in ED4BG in Warsaw, Poland
19. Organizer will pay tax from cash prizes.
20. The appearance of any photograph entry at a future event by Frontex is subject to Frontex's discretion.
21. Frontex will actively endeavor to contact the winner 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.
22. Frontex decision is final.
23. 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.
24. Frontex can accept no responsibility for entries lost, delayed, misdirected, damaged or undelivered.
25. Incomplete and/or illegible entries will be disqualified. Frontex is not responsible for technical errors in telecommunications networks, Internet access or otherwise, preventing entry to the contest.
26. The prizes are as stated and are non-transferable. If due to circumstances beyond Frontex control Frontex is unable to provide a stated prize, Frontex reserves the right to award a substitute prize of equal value.
27. By entering the contest, Entrants acknowledge that their entries may be used in publicity without further payment. Such publicity may include without limitation 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. Entrants acknowledge that any or all such elements may be required to be used by Frontex and its licensees in any and all media in perpetuity throughout the world as Frontex and its licensees in their sole discretion see fit but Frontex and its licensees have no obligation to include an entrant in any publicity whatsoever.
28. Frontex is not be liable for any delay in performing or partial or total failure to perform any of its obligations to the winners and/or their guests under these contest Terms and Conditions if such delay or failure is caused by circumstances beyond its reasonable control including without limitation delays,

changes, disruptions, cancellations, diversions or substitutions howsoever caused, including without limitation, as a result of war, terrorist action or threatened terrorist action, strikes, hostilities, civil commotions, accidents, fire, flood or natural catastrophes or arising, without limitation, out of or in connection with the activities of third party event organisers. For the avoidance of doubt, the affected winners and/or any guests are solely liable for any additional costs incurred as a result.

29. A list of winning entries will be available on the Website for a period of at least 3 months from the closing date of entry to the contest. 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.
30. All submissions will be judged based on the following criteria: relevance of the photo to the competition theme, originality, creativity expressed, as well as photographic ability. The winners selection panel will comprise of three Frontex employees as well as one professional photographer, independent of Frontex.
31. 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 Regulation<sup>1</sup> 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.
32. All Entrants agree to be bound by these Terms and Conditions, which may be amended or varied at any time by Frontex on notice.
33. 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.

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<sup>1</sup> 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).