



TERMS & CONDITIONS

By submitting a photo for the EURORDIS Photo Award 2021 ("**Award**"), the participant ("**Participant**") accepts these terms and conditions ("**Terms and Conditions**"). These Terms and Conditions are published on our website (<https://blackpearl.eurordis.org/>) and on our Facebook-page (<https://www.facebook.com/eurordis>).

For all elements of the EURORDIS Photo Award that are not expressly governed by these Terms and Conditions, the Organiser reserves all rights to take all measures necessary for the optimal organisation of the Award. The Organiser reserves the right to change these Terms and Conditions when it deems this is necessary.

1. Organiser

- a) The EURORDIS Photo Award is organised by EURORDIS-Rare Diseases Europe, a non-governmental organisation incorporated and registered in France with the enterprise number 413 459 066 000 36, its registered office is located at Plateforme Maladies Rares, 96 rue Didot, Paris, France.

2. Participants

- a) The EURORDIS Photo Award is open to anyone with an interest in rare diseases. Participants under the age of 18 must have parental authorisation to participate.
- b) Employees of the Organiser and their families, members of the Organiser's Board and their families, and members of the jury and their families are not allowed to submit a photo for the EURORDIS Photo Award.

3. Duration of the submission process

- a) Submissions for the EURORDIS Photo Award will be accepted between 3rd November 2020 and 31 January 2021. Any photos submitted to the Organiser after this date will not be taken into account for the EURORDIS Photo Award.

- b) Public voting for the 5 shortlisted photos will take place between 11th February 2021 and 24 February 2021. Voting will close on 24 February 2020, any votes received after this time will not be considered.
- c) The recipient of the EURORDIS Photo Award will be determined by the number of public votes. The person whose photo receives the most votes will receive the EURORDIS Photo Award. The recipient of the EURORDIS Photo Award will be announced to live at the EURORDIS Black Pearl Awards Ceremony, taking place on 24 February 2021 via the online live streaming of the aforementioned event on the following webpage <https://blackpearl.eurordis.org/live>

4. Submission process for the EURORDIS Photo Award

- a) To submit a photo for the EURORDIS Photo Award, the Participant will need to submit their photo:
 - By uploading the photo via the entry form on the following web page <https://blackpearl.eurordis.org/photo-award/>;
 - By sending the photo to photoaward@eurordis.org and providing the following information: your full name, name of photographer, your relationship with the person(s) in the photo, title of your photo, photo description, name of the photographed person(s), disease represented, your country, year the photo was taken, and any comments.
- b) The Participant may only submit a photo which meets the conditions set out in this Clause:
 - The photo must have a minimal resolution of 2048 x 1360 pixels in 300 dpi;
 - The photo must not have received any prizes in other competitions;
 - The photo must represent or be related to a rare disease;
 - The Participant assures that the photo does not infringe any third party rights, including copyright, and that he or she holds all Intellectual Property Rights on the photo, and is entitled to use the photo for participation in the EURORDIS Photo Award.
- c) The Organiser will manually examine and validate the submitted photos before placing them in the Organiser's photo gallery ("**Gallery**") available on <https://blackpearl.eurordis.org/photo-award/> The Organiser reserves the right to disqualify Participants submitting photos which it believes are not genuinely obtained (i.e., believed to be not taken by the Participant), to disqualify Participants if fraud would compromise the integrity of the EURORDIS Photo Award as determined by the Organiser in its sole discretion and to disqualify Participants who act disrespectfully towards other Participants in any way via social media or any other means of communication.

- d) If the Participant would submit more than one photo, which is allowed, for the EURORDIS Photo Award, the Organiser reserves the right to decide at its sole discretion which photo or photos it will add to the Gallery. The Organiser will not be obliged to add all submitted photos to the Gallery.
- e) The public vote taking place between 31 January 2021 and 24 February 2021, will determine the recipient of the EURORDIS Photo Award. The person whose photo receives the most votes will receive the EURORDIS Photo Award.
- f) A Participant can start sharing his or her photo as soon as he or she uploads the photo through the online form.
- g) For the 5 shortlisted photos which are open to the Public Vote, voters can vote for a photo only once. The voting process will take place between 3rd February 2021 and 24 February 2021.

5. Prizes

- a) The Organiser provides three prizes for the three participants whose photos receive the most public votes. The Organiser provides a **Go Pro Hero 9 Black**, or another type of action camera having a similar value, to the participant whose photo receives the highest number of votes from the public vote. The Organiser provides a **Potensic D80 Drone Kit**, or another type of drone having a similar value, to the participant whose photo receives the second highest number of public votes. The Organiser provides a **Mini Projector Apeman**, or another type of video projector having a similar value, to the participant whose photo receives the third highest number of public votes. All five shortlisted participants will receive a certificate.
- b) The prizes are non-transferrable, cannot be substituted for any other prize and no cash alternative is available.
- c) A Participant cannot win more than one prize.

6. Notification and fulfillment of prizes

- a) The Organiser undertakes reasonable efforts to notify the winners by 1 March 2021 through the most convenient method available.
- b) The Organiser will ask for the winner's address and deliver his or her prize to that address. The Organiser cannot be held liable if the Participant would not receive the prize due to an error in the Participant's address or other personal information

as provided to the Organiser, or due to any third party's fault (e.g., loss by postal or express services).

7. Participation is free of charge

- a) Submitting a photo for the EURORDIS Photo Award is free of charge, with the exception of the Participant's normal expenses to access the Internet, which will be borne by the Participant.

8. Intellectual Property Rights

- a) In case of any third party claims regarding a submitted photo the Organiser has the right to withdraw the photo from the gallery at any time, without notification or compensation to the Participant.
- b) The Participant grants the Organiser an exclusive right to exploit the submitted photo(s) worldwide and for the entire duration of the Intellectual Property Rights on that photo, including the right to fix the photo by way of any technique, the right to reproduce and to duplicate the photo in an unlimited number of copies and by way of any technique and the right to communicate and distribute the photo, in whole or in part, to the public. The Participant expressly acknowledges that the photo may be used for commercial, communication and fund raising purposes.
- c) The Participant also grants the Organiser all rights of action arising or accrued in relation to the Intellectual Property Rights on that photo including, without limitation, the right to take proceedings and recover damages and obtain all other remedies in respect of infringements of such Intellectual Property Rights.
- d) The Organiser is entitled to authorise its members and non-profit partners to use the submitted photos for communication purposes under the same conditions as set out in paragraph B) of this Clause 8 (*Intellectual Property Rights*).
- e) For the purpose of these Terms and Conditions, "**Intellectual Property Rights**" shall mean any and all intellectual property rights, including without limitation copyright and neighbouring rights in any jurisdiction, in the submitted photos.
- f) If the person(s) portrayed in the photo (or his or her family) does/do not want the photo to be used for public communication any more, the Organiser will cease the use of said photo within a reasonable time frame. However, the Organiser shall be authorised to continue using previously produced communication supports until they are of stock.

9. Privacy

- a) The Participant will be required to provide the Organiser with the information set out in Clause 4 (*4. Submission process for the EURORDIS Photo Award*). If the Participant does not provide the Organiser with this information, which includes personal data, the Participant is not allowed to submit a photo for the EURORDIS Photo Award.
- b) The Organiser, whose contact details are set out in Clause 13 (*13. Contact*), shall only collect and process the Participant's personal data for the purpose of the EURORDIS Photo Award. The Participant has the right to consult his or her personal data and to request the Organiser to correct them.
- c) The Organiser reserves the right to announce the 5 shortlisted participants for the public vote, including their full names, publicly on the Organiser's website and on its Facebook page.

10. Limitation of liability

- a) The Organiser cannot be held liable in the event specific circumstances require the Organiser to modify or annul the EURORDIS Photo Award.
- b) To the extent permitted by applicable law, the Organiser excludes any and all liability for direct or indirect damages that are directly or indirectly related to the EURORDIS Photo Award, the participation therein or to its prizes.
- c) In any event, the Organiser's total liability shall be limited to the value of the prizes.
- d) The Participant indemnifies and holds harmless the Organiser from any claims or actions against the Organiser and against any expenses or costs (including legal costs and expenses) incurred in respect of any claim arising from any act or omission by the Participant and/or any inconsistency or non-compliance of the Participant with these Terms and Conditions.
- e) Before and during his/her participation, each Participant is responsible for ensuring that his/her participation complies with any applicable legislation or regulations.
- f) The Organiser does not accept any liability for lost, corrupt or delayed entries, regardless of the cause, and the Organiser does not guarantee that the systems used by Participants to submit a photo of the EURORDIS Photo Award will be available at all times.
- g) The Organiser does not make any warranties, express or implied, as to the condition, fitness or merchantability of the prize.

- h) The EURORDIS Photo Award is in no way sponsored, endorsed or administered by, or associated with Facebook. By submitting a photo for the EURORDIS Photo Award, each Participant agrees to release Facebook and all their respective officers, directors, employees, representatives and agents from any liability, damages, losses or injury resulting in whole or in part, directly or indirectly, from that Participant's participation in the EURORDIS Photo Award and the acceptance, use or misuse of any prize that may be won.

11. Applicable law

- a) These Terms and Conditions are subject to French law. Every dispute regarding the validity, the interpretation or the execution of these Terms and Conditions will be subject to the exclusive jurisdiction of the courts of Paris, France, unless mandatory legislation would state otherwise.

12. Severability

- a) If any provision of these Terms and Conditions is deemed or declared void or unenforceable, this shall not affect the validity and enforceability of the remaining provisions.

13. Contact

- a) For any questions regarding the EURORDIS Photo Award, please send an e-mail to photoaward@eurordis.org
Alternatively, questions may also be addressed to EURORDIS-Rare Diseases Europe, Plateforme Maladies Rares, 96 rue Didot, Paris (France).