



Join the Europass

TESTIMONIALS
CAMPAIGN

Terms and Conditions of participation

Europass Testimonial Competition is organised by the National Europass Centres (hereinafter the “NECs”). Competition will be open from 1st to 30 April 2016, 24:00 Central Europe Time (CET).

1. General conditions of participation

1.1. The competition is open to citizens over 18 year old residing in one of the following countries:

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, former Yugoslav Republic of Macedonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Spain, Slovenia, Slovakia, Sweden, Switzerland, Turkey and United Kingdom.

1.2. To participate to this call, candidates must share their Testimonial through a dedicated Facebook page, be over eighteen years old and accept the present Terms and Conditions, including the Licence Agreement below.

1.3. The participants declare that all the information they provide is truthful and corresponds to reality; they consent to the processing of this information in accordance with the privacy policy explained in point in this document.

1.4. Participant grants a free, perpetual, irrevocable, non-exclusive and transferable licence to use, reproduce, amend, adapt and alter (including but not limited to translating and dubbing), publish, distribute, publicly execute and communicate, broadcast and view the uploaded testimonial (wholly or partially) on the websites of the National Europass Centres and/or other media channels.

2. Accepted formats

2.1. Testimonials can be in any format that can be directly shared on the dedicated Facebook page: text, video or picture.

3. Maximum number of testimonials

3.1. Up to three (3) testimonials will be accepted per Facebook account.

4. Management of exploitation rights

- 4.1. All Testimonials will be processed in compliance with the present Terms and Agreement.
- 4.2. Any and all rights of exploitation of the shared Testimonials shall be deemed to, have been assigned to the NECs 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 there from, transmission to the public, making the Testimonials 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.
- 4.3. Therefore the NECs and/or its assignee will be entitled to, by way of example and not limited to, directly or through third party licensees, without any limitation as to the number of passages of use of each Testimonial:
 - i. Temporarily or permanently reproduce any Testimonial in any format, including digital format, and by any means or procedure now in existence or which will in future exist;
 - ii. Make any Testimonial available to the public, using electronic means such as the Internet (on one or more websites, without limitation);
 - iii. Communicate any Testimonial to the public, in any format or using any means for distant transmission, now in use or which will be used in future (by way of example, any type of telephone network, air, cable or satellite television, re-broadcast via satellite, re-broadcast via cable, free television, pay television, pay per view, video-on-demand, near video-on-demand, digital television, DVD-h, IPTV);
 - iv. Distribute any Testimonial in any analog or digital format, now in existence or which will exist in future (as an example CD, CD-ROM, CD-i, DVD, Blu-ray), by any means and through any commercial channel (as an example big and small distribution, newsagents, e-commerce);
 - v. Distribute any Testimonial, including distribution with other audio-visual material and/or press publication;
 - vi. Show any Testimonial in cinemas;
 - vii. Translate into any language the material of the Testimonial and insert sub-titles or voice-over in any language;
 - viii. Rent and lend the Testimonial in any format and using any means;
 - ix. Use any Testimonial to promote and advertise the activities of the sponsor using any means whose use is permitted under this agreement;
 - x. If the Testimonial consists of video material, use and distribute to third parties the Testimonial material even in c.c. "embedded" mode, enabling such third parties to reproduce the material on their own internet websites without the need of any form of prior authorization and with no compensation payable to you under any title save for moral rights;
 - xi. Use single parts or fragments of the Testimonial and re-assemble it in whole or in part, should this be felt necessary in order to make better use thereof;
 - xii. Insert, in the Testimonial, a distinctive mark (figure, name, or other).

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5. Limitation of liability

5.1. The NECs do 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 material sent for the competition by users, or any other registration by users which for any reason was not received by the NECs, 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 Testimonials in the course of this initiative. Likewise, the NECs do not give users any guarantee of proper functioning of the website and of the programs forming part thereof.

6. Exclusions

6.1. Testimonials which the NECs, at its sole and unquestionable discretion, shall deem to be unsuitable for publication may be excluded or removed from the dedicated Facebook page. Also, the NECs reserve the right to prohibit access to those users which have been held liable for any illegal deed. By way of example, the NECs 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.

6.2. Also no consideration shall be given to Testimonials, which fall outside the theme, do not comply with the form and content required and described in detail in the brief of the call and in the present Terms and Conditions. Users who use fraudulent means or means, which are in breach of the normal development of the call and users who, as an example but not limited to, hinder the participation by other users, manipulate the proper functioning of the Website or in any other way breach the present Terms and Conditions, may also be excluded from taking part in the call. The NECs 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. Warranties and indemnification

7.1. By participating to the call, participants represent and warrant that:

- i. the Testimonials uploaded by them do not contain any material, which is in breach of the rights, pleas and claims of third parties whether financial or personal;
- ii. they have obtained from all persons appearing and/or present on the Testimonial all the required authorizations and releases in accordance with the present Terms and Conditions including with respect to any applicable copyright laws and that they will, upon request by the NECs, provide the relative evidentiary documentation within 5 days from request;
- iii. the Testimonials do not contain any text, picture, video or audio 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;
- iv. they have obtained written authorization from the parents and persons having parental/guardian authority for Testimonials, which show minors or disabled persons;
- v. the Testimonials are freely and legally exploitable in accordance with the provisions of the present Terms and Conditions, that the participant is the author of the work and the only

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holder of the rights of exploitation therefore, or that he has acquired the authorization 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, or audio/visual release for use of images, name and voice in terms of applicable law, but excluding stocks and footage;

- vi. they are fully aware that any liability, including criminal liability, with respect to each work lies with the user that has uploaded the Testimonials.

7.2. Users agree to hold harmless and indemnify the NECs and its third parties assignee, from claim or legal action (including reasonable legal expenses) connected to or deriving from the use of the Testimonials uploaded by them or the rights assigned in accordance with the present Terms and Conditions and the breach of the representations and warranties set forth at of article 6.1.

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

8. Privacy

8.1. Any personal data belonging to the participants is for the sole purpose of the organisation and follow-up work pertaining to the competition and will not be disclosed to any third parties. The personal data will be destroyed after the completion of the competition. The processors of the data are the National Europass Centres.

9. Prizes

9.1. There are two first prizes, both amounting to 300 euros in value.

9.2. There are weekly prizes raffled among the participants. The value of the weekly prizes will not extend the value of the first prizes. The weekly prize winners will be randomly selected each week from those who submitted the testimonials.

9.3. The first prize is given to the Testimonial that wins the public vote and to the Testimonial that wins the jury's vote.

9.4. There may also be other prizes, as deemed by the jury. The value of these prizes will not exceed the value of the first prize.

10. Acceptance

10.1. Participants to the call declare that they accept the present Terms and Conditions in full and that they accept all the provisions of the Licence Agreement to which reference is made herein.

License agreement

For the exploitation of audio-visual content submitted to the Europass Testimonial Competition

The following Terms and Conditions set forth and regulate the use and possible exploitation of the contents, which you will upload and make available on the dedicated Facebook page. By accepting the Licence you solemnly declare that you are over the age of 18 years. This Licence is entered by and between you and the National Europass Centre (hereafter NECs) of one of the following countries:

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, former Yugoslav Republic of Macedonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Spain, Slovenia, Slovakia, Sweden, Switzerland, Turkey and United Kingdom.

1. Purpose

1.1. By virtue of this License, you are hereby granting:

- i. the NECs, on a non-exclusive basis, with an assignable and licensable worldwide free-of-charge licence to use, reproduce, communicate, edit and/or broadcast for the production and development of derivative work, convert and adapt on the NECs websites, directly or linked to other websites, any content, which you will deliver or make available to the NECs by any means whatsoever;
- ii. each and any NECs' websites on a non-exclusive basis, with a free-of-charge license to access the Testimonials from any country worldwide, through the said websites and/or social media channel.

1.2. Subject to NECs' or its assignee's selection and exercise of the option rights on the Testimonials in accordance with section 2 below, you hereby assign the NECs and its assignee, on an exclusive basis, a perpetual and worldwide licence to use and exploit any rights on the Testimonials, in whole or in part, with no restriction of time, passages, manners and space, by any means and procedure currently known or hereinafter developed and/or invented, including but not limited to, reproduction, performing and communication to the public rights, use for derivative works related rights, embedding, adaptation, distribution, translation and/or dubbing, lending and/or renting rights. By way of example, but not limited to, the NECs and its licensee (as set forth below) shall be entitled to:

- i. convert, reproduce by any means and procedure, communicate, edit and/or broadcast, in whole or in part, the Testimonials, using any manner or currently known broadcasting system (e.g. TV, radio, phone, mobile, internet and communications network, private and/or public cinema, et alia), or hereinafter developed and/or invented, using any terrestrial or space technical instruments, concerning the transmission and reception known (for instance, digital decoder - including DAB, DVB-H and DVB-X, telecommunication satellite or by direct diffusion via DTH, terminal units, satellite decoder, optical fibre cable, phone cable, wireless network, UMTS and

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GPRS, wire, etc.) or hereafter developed, in any form (coded and/or encoded, free/pay, analogical and/or digital, interactive and/or multimedia, all kind of online and WAP, by means of inclusion in bouquet of digital channel/platforms and data transmission channel of third parties through conditional access or not, etc.);

- ii. distribute, publish, embed and/or reproduce, text, images, audio, video or any other part of the Testimonials on leaflets, magazines, album, collections, products, etc., also in commercial initiatives (promotions, merchandising, etc.), to use the same, with no limitation in the production and sound, visual and/or audio-visual products (including videotape recordings, video-records and other products out of commerce, magnetic or optical information supports or platform off-line and on-line, which may require a computer data processing and/or development and/or diffusion, the so-called electronic rights);
- iii. transcribe and perform, represent, perform the Testimonials in public, trade, lend and/or rent, translate and/or dub, insert prizes competitions, games (also interactive, to the public and in match and/or collaboration with commercial partner), programs, shows, subtitles and trademarks (figures and names);
- iv. proceed and/or transform, store in archives, cut, modify and/or make additions, insert or replace the spoken comment and/or the soundtrack, using extracts, recording or filing the title (as well as trademark), also with symbols or names, transmitting and using parts, extracts, sequences and/or images as well as for advertising, promo and any other use and/or commercial and business exploitation, none excluded, now known or hereinafter devised, without any additional fee or indemnification to be paid;
- v. edit the Testimonials by inserting spots, billboards, jingle, promo, diary, announcements, messages, writings, and logos - advertising or not - by entire screen or by partial screen (the so-called split screen) or by graphic insertions on virtual and/or interactive advertising, TV promotions, any other services concerning advertising, promotional, sponsoring, and direct sale and/or by third parties as well as through interactivity.

2. Selection of the winning Testimonial

- 2.1. The winning Testimonial will be selected by the voting of the public (number of Likes) - and the jury comprised of the National Europass Centres' Coordinators.
- 2.2. The public voting will be open from 1st April to 5 May 2016, 24:00 Central Europe Time (CET). If the winner is not chosen in the first round of voting, the second round will be initiated as the jury deems suitable.
- 2.3. The judging of the jury will be based on the following criteria:
 - i. originality;
 - ii. effectiveness in marketing Europass to the target audience;
 - iii. presentation and creativity.

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2.4. If the winner is not chosen in the first round of voting, the second round will be initiated. The judges' decision is final, and no correspondence will be entered into. This is a competition of skill, not a game of chance.

3. Representations and warranties on the Testimonials

3.1. You hereby represent and warrant:

- i. to legitimately own any and all the exclusive rights as well as the moral rights on the material for my Testimonial – including but not limited to any and all intellectual property rights and other kind of rights regarding the exploitation of the video(s) and the licensing of the latter to the NECs and its licensee(s) in accordance with this License – as well as the free and indisputable exercise of the NECs rights, the absence of bounds and duties as well as not to have carried out or to carry out any act which could prevent or limit the free exercise and/or use of such rights by the NECs in accordance with this License;
- ii. to have obtained any and all the consent from any possible rights owner, including copyright and derivative rights, as well as any license, permission, clearances required with reference to the video(s), including but not limited to, the obligations and clearances required by the applicable Privacy Laws and regulations, as well as the necessary parents authorizations and waivers in the event the Testimonials include images or information of individual younger than 18-year old;
- iii. that the Testimonial: (a) does not breach any personal right or other right of third parties or laws and rules; (b) is not defamatory of any individual or entity; (c) does not contain obscene, offensive, illegal, racist, sexually explicit, pornographic, harassing, threatening, abusive blasphemous and/or violent contents and messages; (d) does not contain contents and messages which would require parental control; and (e) does not contain any visual and/or sound element, having subliminal advertising nature or direct and indirect advertising nature of goods and services which are otherwise in breach of the applicable law and regulation;
- iv. not to have anything to claim against the NECs and/or third parties vis-à-vis the granting of license set forth by this License or for any reason whatsoever.

3.2. You hereby agree to promptly provide any document regarding the fulfilments above.

4. Identification and liabilities

4.1. You hereby undertake to keep the NECs - and its assignee(s) and/or licensee(s) - indemnified and harmless from any claim, damage and/or suits (including legal expenses) that may be threatened, made or brought by anybody due to the infringements of the representations and warranties set forth at section 4 above or however due and/or connected to the exercise of the rights in accordance with this License.

5. Governing law and jurisdiction

5.1. No regulation of this license shall be interpreted so that limiting or excluding the mandatory norms application to preserve the consumer's interests and, in any case, the mandatory application norms in force in your country. You expressly accept that, in purpose of this licence, the NECs shall contact you

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via email, fax and/or telephone. Any disputes shall be tackled according to the legislation of the country of residence of the participant.