



TERMS & CONDITIONS

By submitting a photo for the EURORDIS Photo Award 2023 (“**Award**”), the participant (“**Participant**”) accepts the terms and conditions below (“**Terms and Conditions**”). These 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 the right to take all necessary measures for the optimal organisation of the Award. The Organiser also reserves the right to amend these Terms and Conditions when deemed necessary.

1. Organiser

- a) The EURORDIS Photo Award is organised by EURORDIS-Rare Diseases Europe, a nongovernmental organisation incorporated and registered in France with the enterprise number 413 459 066 000 36. Its registered office is located on the Plateforme Maladies Rares, 96 rue Didot, Paris (75014), 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.
- 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 26th October 2023 and 22nd January 2023. Any photos submitted to the Organiser after this date will not be considered for the EURORDIS Photo Award.



- b) Public voting for the five shortlisted photos will take place between 31st January 2023 and 21st February 2023, when voting closes. Any votes received after this time will not be counted.
- c) The recipient of the EURORDIS Photo Award will be determined by the number of public votes. The person whose photo obtains the most votes will receive the EURORDIS Photo Award. The recipient of the EURORDIS Photo Award will be announced live at the EURORDIS Black Pearl Awards Ceremony, taking place on 21st February 2023.

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: their full name, country, and relationship with the person(s) in the photo; the name of the photographer and of any photographed persons; the title and a description of the photo; the disease represented; the year the photo was taken; and any additional comments.
- b) The Participant may only submit a photo which meets the conditions set out in hereunder:
 - The photo must have a minimum resolution of 2048 × 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 they hold all Intellectual Property Rights to the photo and are 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 at <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 not to be 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) In the case that the Participant submits more than one photo for the EURORDIS Photo Award – which is allowed – the Organiser reserves the right to decide at its sole discretion which photo or photos will be added to the Gallery. The Organiser will not be obliged to add all submitted photos to the Gallery.
- e) The public vote taking place between 31st January 2023 and 21st February 2022 will determine the winner of the EURORDIS Photo Award. The person whose photo obtains the most votes will receive the EURORDIS Photo Award.
- f) A Participant can start sharing their photo from the moment they upload it through the online form.
- g) No person can vote more than once for any of the five shortlisted photos which are put to a public vote. The voting process will take place between 31st January 2023 and 21st February 2023.

5. Prizes

- a) The Organiser agrees to provide a prize for each of the three participants whose photos receive the most public votes. These are: a **Go Pro Hero 9 Black**, or equivalent action camera of approximate value, for the participant whose photo receives the highest number of public votes; a **Potensic D80 Drone Kit**, or equivalent drone of approximate value, for the participant whose photo receives the second-highest number of public votes; and a **Mini Projector Apeman**, or equivalent video projector of approximate value, for 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 and cannot be substituted for another prize. No cash alternative is available.
- c) A Participant cannot win more than one prize.

6. Notification and fulfilment of prizes

- a) The Organiser will undertake reasonable efforts to notify the winners shortly after the Awards Ceremony using the most convenient available method.
- b) The Organiser will ask each prize-winner for their address and deliver their prize to that address. The Organiser cannot be held liable in the event that the Participant does 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 actions (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 assumed by the Participant.

8. Intellectual Property Rights

- a) In the case of any third-party claims regarding a photo submission, the Organiser reserves the right to withdraw said photo from the gallery at any time and without notifying or compensating 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 fundraising purposes.



- c) The Participant also grants the Organiser all rights of action arising from 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 not-for-profit partners (including Rare Diseases International) to use the submitted photos for communications purposes under the same conditions as set out in paragraph b) of this clause (Intellectual Property Rights).
- e) For the purposes 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 over the submitted photos.
- f) If the person(s) portrayed in the photo (or the family thereof) no longer wishes for the photo to be used in public communications, the Organiser will cease the use of said photo within a reasonable timeframe. However, the Organiser shall be authorised to continue using previously produced communications 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 (*Submission process for the EURORDIS Photo Award*). If the Participant does not offer the Organiser 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 purposes 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 openly to announce the five shortlisted participants for the public vote, including their full names, on its website and Facebook page.



10. Limitation of liability

- a) The Organiser cannot be held liable in the event that 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, to participation therein, or to its prizes.
- c) In any eventuality, 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 noncompliance on the part of the Participant with these Terms and Conditions.
- e) Before and during their participation, each Participant is responsible for ensuring that this 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 to 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 not sponsored, endorsed, administered by or in any way 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 their validity, interpretation, or execution 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 write to us at photoaward@eurordis.org. Alternatively, queries may be addressed to EURORDIS-Rare Diseases Europe, Plateforme Maladies Rares, 96 rue Didot, Paris (75014), France.