

## TERMS, CONDITIONS & INTELLECTUAL PROPERTY RIGHTS REGULATIONS

By submitting a photo for the EURORDIS Photo Award 2026 ("**Award**"), the participant ("**Participant**") accepts the terms and conditions below ("**Terms, Conditions & Intellectual Property Rights Regulations**"). These are published on our website (<https://www.eurordis.org/black-pearl-awards/photo-award/>).

For all elements of the EURORDIS Photo Award that are not expressly governed by these Terms, Conditions & Intellectual Property Rights Regulations, 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, Conditions & Intellectual Property Rights Regulations 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 at La Plateforme Maladies Rares, 96 rue Didot, Paris (75014), France.

### 2. Participants

- a) The EURORDIS Photo Award is open to anyone aged 18 or over with an interest in rare diseases. Anyone under the age of 18 wishing to submit a photo must ask a parent or legal guardian to complete the submission on their behalf.
- 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 5<sup>th</sup> November 2025 and 30<sup>th</sup> January 2026 (at 17:00 CET). Any photos submitted to the Organiser after this date will not be considered for the 2026 Award.
- b) Among all photos submitted, a shortlist of 4-7 photos will be selected by 6<sup>th</sup> February 2026. Public voting for the shortlisted photos will take place between

9<sup>th</sup> February 2026 and 24<sup>th</sup> February 2026, and voting will close during the EURORDIS Black Pearl Awards Ceremony. Any votes received after this time will not be counted.

- c) The three winners of the EURORDIS Photo Award will be determined by the number of public votes. The three people whose photos obtain the most votes will each receive a prize (see section 5). The winners will be announced live at the EURORDIS Black Pearl Awards Ceremony, taking place on 24<sup>th</sup> February 2026.

#### 4. Submission process and guidelines for the EURORDIS Photo Award

- a) To submit a photo for the EURORDIS Photo Award, the Participant will need to upload it via the entry form on the following web page:  
<https://www.eurordis.org/black-pearl-awards/photo-award/>
- b) In order for the photo to qualify for the Award and be used for EURORDIS' awareness raising activities, the Participant must add their virtual signature at the bottom of the submission form, to confirm that they have read and understood this document and the [EURORDIS Personal Data Consent document](#). Both documents will be linked in the submission form.
- c) The Participant may only submit a photo which meets the conditions set out 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.
- d) The Organiser will manually examine and validate the submitted photos before accepting them. 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.

- e) Following the EURORDIS Black Pearl Awards Ceremony, a selection of approved photos will be published by the Organiser in an online album on Flickr (<https://www.flickr.com/photos/eurordis/albums>) and on the EURORDIS Photo Award web page (<https://www.eurordis.org/black-pearl-awards/photo-award/>).
- f) The Organiser reserves the right to decide at its sole discretion which photo or photos will be added to the Album. The Organiser will not be obliged to add all submitted photos to the Album.
- g) The public vote taking place between 9<sup>th</sup> and 24<sup>th</sup> February 2026 will determine the three winners of the EURORDIS Photo Award. Only 1 vote per IP address will be taken into account. The three people whose photos obtain the most votes will each receive a prize (see section 5).

## 5. Prizes

- a) The Organiser agrees to provide a prize for each of the three participants whose photos receive the most public votes (winners). These are: a **GoPro HERO13 Black**, or equivalent action camera of approximate value, for the participant whose photo receives the highest number of public votes; **Polaroid Now+ Generation 3 Starter Set**, or equivalent polaroid camera of approximate value, for the participant whose photo receives the second-highest number of public votes; and an **Amazon Echo Dot Max**, or equivalent smart speaker of approximate value, for the participant whose photo receives the third-highest number of public votes. The three winners will also 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 Album 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, recover damages and obtain all other remedies in respect of infringements of such Intellectual Property Rights.
- d) For the purposes of these Terms, Conditions & Intellectual Property Rights Regulations, "**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.

- e) 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.
  - Requests to withdraw a photo must be submitted via email to [communications@eurordis.org](mailto:communications@eurordis.org).
  - Upon withdrawal, the Organiser will cease using the data and will remove previously published materials where feasible.
  - The Participant understands that the Organiser cannot control third-party use of the data already accessed or shared publicly.

## 9. Privacy

- a) The Participant will be required to follow the submission process outlined in Clause 4 (*Submission process for the EURORDIS Photo Award*). If this process is not followed, the submission will be discounted from the contest.
- b) The Organiser, whose contact details are set out in Clause 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 shortlisted participants for the public vote, including their full names, on its website, external communications and social media accounts.

## 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, Conditions & Intellectual Property Rights Regulations.
- 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.

## 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, Conditions and Intellectual Property Right Regulations 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 EURODIS Photo Award, please write to us at [events@eurordis.org](mailto:events@eurordis.org).