

## Photo Contest – Terms and Conditions

### Introduction

A photo contest, organized within the framework of [Interreg-IPA Cross-border Cooperation Programme Hungary-Serbia](#) (hereinafter referred to as the “Programme”), is the subject to the following Terms and Conditions.

Interreg-IPA Cross-border Cooperation Programme Hungary-Serbia is implemented within the 2014-2020 European Union financial framework, under the Instrument for Pre-accession Assistance (IPA). On the basis of “shared management system” of the participating countries - Hungary and Serbia, the Programme funds and supports co-operation projects of organizations located in the Programme-eligible area - Hungarian counties Csongrád and Bács-Kiskun, and Serbian territories: West Bačka, North Bačka, South Bačka, North Banat, Central Banat, South Banat and Srem.

The Programme helps the development of a stable and co-operating region and the overall quality of life in the border region. It enables economic collaboration of organizations from the two countries, nurtures the common identity, and cultural and historical heritage of the border region, and contributes to its environmental sustainability and safety.

For more information, please visit: [www.interreg-ipa-husrb.com](http://www.interreg-ipa-husrb.com).

### 1. Organizer

Organizer of the Photo Contest is the Joint Secretariat of the Interreg-IPA CBC Programme Hungary-Serbia (hereinafter referred to as “JS”), hosted by Széchenyi Programme Office Nonprofit LLC (hereinafter referred to as “SZPO”), headquartered at H-1053 Budapest, Szép utca 2. IV Floor, with the company registration number: 01-09-916308 and the Tax No: 18080313-2-41. The SZPO as host institution of the JS is the data controller in relation to the present Photo Contest.

### 2. Occasion and the goal

Occasion for the Photo Contest is the [European Cooperation Day](#), an annual observance on 21 September and surrounding days celebrating achievements of territorial cooperation in different regions in Europe, including neighbouring countries of the EU. On this occasion in 2017, the JS organizes a photo contest within the framework of Interreg-IPA CBC Hungary-Serbia Programme with the goal to encourage the citizens of the two partnering countries – Hungary and Serbia to take an active part in the celebration of the European Cooperation Day.

### 3. Theme

#### ***“Beautiful sights of the Hungary-Serbia border region”***

One of the prominent features of the Hungary-Serbia border region is the common natural, historic and cultural heritage of the two neighbouring countries – which served as inspiration for the Photo Contest theme.

Please note that the Hungary-Serbia border region, which is also the Programme Area of the

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Interreg-IPA CBC Hungary-Serbia Programme, includes Csongrád, and Bács-Kiskun counties in Hungary and Vojvodina in Serbia (West Bačka, North Bačka, South Bačka, North Banat, Central Banat, South Banat and Srem).

### 4. Elements of the Photo Contest and timeline

- Submission of entries via email: 8 August 2017, 12:00 (noon) – 28 August 2017, 23:59 Central European Time (CET);
- Received photos that fit the criteria will be posted on the Facebook page on 1 September 2017;
- Public vote on Facebook and the Jury's vote: 1 September 2017, 12:00 (noon) – 10 September 2017, 12:00 (noon) CET;
- Announcing the winners: 12 September 2017;
- Awarding of the winners and the photo exhibition: one week in the second half of September 2017.

### 5. Photos – eligibility

#### Photos – content specification

Participants may submit photos depicting the sights from the Hungary-Serbia border region, including the following: landscapes, nature (including animals), and sights of towns or countryside, including well-known landmarks.

In case photos include people, it is the participants' responsibility to ensure that the necessary and required consent has been obtained from any individuals who are identifiable in such photos. In case children are included in the photo, participants must have the consent from the children's parents or legal guardians to use that photo and make it public.

The goal of the Photo Contest is to present the Hungary-Serbia border region in a positive light and celebrate its best features. The photos may not contain, as determined by the Organizer, in its sole discretion, any content that:

- violates or infringes upon another person's rights, including but not limited to copyright and photographs of persons without their consent;
- contains sexually explicit, nude, obscene, violent or other inappropriate content;
- includes public figures;
- contains offensive or defamatory messages;
- involves wilful harassment of wildlife, or damage to the environment by the photographer;
- involves putting any individual or animal in danger;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- endorses any form of hate or hate group;
- contains trademarks, logos, or trade dress (such as costumes, distinctive packaging or building

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- exteriors/interiors) owned by others, without permission;
- contains any personal identification, such as: license plate numbers, personal names, e-mail addresses, etc.

### Photos – Technical Requirements

Each contestant may submit only one photo. Photos must be submitted in the electronic format JPEG, in high resolution – at least 150 dpi, as selected photos will be printed and exhibited. The maximum permitted size of the photo is 15 MB.

The only permitted photo corrections are sharpness and colour. Other types of interventions will not be accepted.

Organizer reserves the right to accept or decline a photo based on its fit in regards to the theme of the Photo Contest, technical or aesthetic criteria, without any explanations to the participants.

### 6. Contestants – eligibility

Photo enthusiasts and photo professionals, of the age 18 and above, are eligible participants, as the sole owners of submitted photos and who accept the present Terms and Conditions. Members of the Jury of the Photo Contest and employees of the Programme's bodies and members of their immediate family have no right to participate as contestants. Contestant can submit exclusively a photo that is taken by himself/herself.

### 7. Special conditions

Organizer reserves the right to exclude a participant from the Photo Contest without explanation in case:

- the participant does not respect and fulfil the terms and conditions of the Photo Contest;
- the participant provided incorrect personal data which are required (point 8);
- It is determined that the participant is not the author of the submitted photo and that a third party holds the photo copyright.

### 8. How to enter the Photo Contest

Each contestant may submit only one photo to [ecday@interreg-ipa-husrb.com](mailto:ecday@interreg-ipa-husrb.com), at any time during the period between 8 August 2017, 12:00 (noon) and 28 August 2017, 23:59 Central European Time (CET), and each submission must include the following information:

- Subject of the email: "Photo Contest 2017";
- First and last name of the author of the photo;
- E-mail address of the author of the photo;
- Phone number of the author of the photo;
- Title of the photo;
- Brief description of the photo (1-2 sentences), including the place where the photo was taken.

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Contestants whose photos are selected as the best will be required to provide a copy of their ID. The organizer will not share the contestant's contact information with any third party and will use it only for the purpose of awarding the winners.

Eligible entries will be uploaded to the Programme's Facebook, in one batch, at the end of the submission period, in a photo album dedicated to the Photo Contest.

### **9. Jury**

Jury of the Photo Contest consists of two representatives of the Programme's management structures and an expert-member – photographer Mr Csaba Vörös.

### **10. Selection of winners**

Once received, the photos that match the criteria related to their content, and technical specifications will be uploaded in one batch onto the Facebook page of the Programme [@interreg.ipa.husrb](https://www.facebook.com/interreg.ipa.husrb) on 1 September 2017.

The Jury will make the decision on the First-Place photo and the Second-Place photo.

The public vote on the Facebook page of the Programme by using the 'like' function will decide on the Third-Place photo, during the voting period - 1 September 2017, 12:00 (noon) – 10 September 2017, 12:00 (noon) CET.

Upon closing of the voting period, the Organizer will temporarily disable access to the photo album with the Photo Contest photos on the Programme's Facebook page, while the public votes on Facebook are being counted. Following the vote count, the photo album will be made public again.

The Jury will select additional nine photos, which will be included in the photo exhibition and the print calendar, along with the top three photos.

The selection of the final winners will be based on the following criteria: aesthetic quality, relevance to the Photo Contest's theme and goal (to present the Hungary-Serbia border region in a positive light and celebrate its best features).

The Organizer reserves the right to publish the winners' names and the image of the winning photos on its communication platforms, as well as in the media, for the purpose of promotion of the Photo Contest, the European Cooperation Day and the Programme, itself. By entering the present Photo Contest, the contestant consents to publish his/her name and the image for the before mentioned purpose.

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### 11. Awards and recognition

The Organizer awards the authors of the best three photos with the following: trophies as recognition of their achievement, a package of the Programme's branded items, the European Cooperation Day-branded gifts, and having their photos featured within an outdoor exhibition downtown Szeged, Hungary, and in the print 2018 Calendar.

In Partnership with the [Regional Art Center – REÖK](#) in Szeged, Hungary:

- the best 12 photos, including the best three photos, will be displayed within an outdoor exhibition in front of the Reök-palota, in September;
- the best 12 photos will also be featured and published in the print 2018 calendar, which will be distributed to the Programme's partners and collaborators, and numerous non-profit organizations in Hungary and Serbia which participate in the Programme as Beneficiaries.

Authors of the nine photos, other than the three winning photos, will each receive a certificate for their participation in the Photo Contest and a gift bag with symbolic Programme's branded items and the European Cooperation Day-branded symbolic gift.

The Organizer will award the authors of the 12 photos at the exhibition opening in the second half of September 2017 (the exact date will be confirmed and selected contestants notified about it on 12 September 2017). The authors of the winning photos who would not be able to attend the exhibition opening would be able to collect their award at the office of [the JS in Budapest or in Szeged, in Hungary, or at the office of the Antenna of the Joint Secretariat in Subotica, Serbia](#) no later than 1 September 2018, and with a prior confirmation to the JS.

The Organizer reserves the right to use the selected best 12 photos and use them in various electronic and print publications within the framework of the Interreg-IPA CBC Hungary-Serbia Programme, including but not limiting to: the Programme's website and social media pages, press releases referring to the Photo Contest, PowerPoint presentations, possibly other publications, and alike. In such cases the Organizer will credit the photos to their authors.

### 12. Intellectual property, copyright

By submitting a photo the participant automatically declares that it is an original work and he/she is the sole owner of the copyright. By entering the Photo Contest, participants retain full copyright of their images but also grant the Organizer the full, free-of-charge (royalty-free) irrevocable, perpetual, worldwide non-exclusive license and rights to use, edit (include graphical elements, add watermark with the author's information, etc.), reproduce, distribute, display, publish internally and externally via all of its communication channels, in whole or in part, in connection with the Photo Contest, in any media now or hereafter known; including but not limited to:

- creating copies of the photo through a specified technique, including printing, reprography, magnetic storage and digitally;

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- recording and reproducing through all techniques;
- circulating domestically and abroad;
- circulating, granting the use of or renting the original or copies of the photo;
- storing in computer memory;
- publishing the photo with the image of the model in printed media;
- publishing the photo on the websites of internet services, in particular on the website and Facebook page of the Programme;
- publishing the photograph in electronic, spoken and digital editions of the Programme;
- in the Organiser's activities, on internet services, in particular in advertising in the press, radio, television, the internet, on billboards, outdoor and on any and all internet websites and domains, in mobile services, on promotional and advertising gadgets and other forms of promotion of the Programme;
- public performance, exhibition, projection, reproduction and broadcasting and re-broadcasting, as well as public sharing of the photograph in a way that allows everybody to access it in the place and time chosen by them.

The Organizer will not be required to pay any additional consideration or seek any additional approval in connection with authorized uses. Contestants consent to the Organiser doing or omitting to do any act that would otherwise infringe the contestant's "moral rights" in their photos. Display or publication of any photo on the Organiser's website does not indicate the contestant will be selected as a winner.

Use of the photo can also take place in any and all forms and any and all graphic settings and in combination with other works, images and elements, as well as in the form of a collection of images or a collection of covers.

By entering the Photo Contest, participants agree to be bound by Facebook legal terms <https://www.facebook.com/legal/terms>.

Contestants should also retain the original digital file of their entry as they may be asked to prove the ownership of their work, as well as providing the Programme with the highest possible resolution.

### 13. Data protection, data management

Organizer and SZPO pay particular attention to the respect of data protection. Therefore, data provided by the contestant are used exclusively for the purpose and in a way determined in the present Terms and Conditions.

By entering the Photo Contest, contestant agrees and grants to the Organiser the unrestricted right, without any additional approval or consideration, to use and publish their personal data for the purpose determined in the present Terms and Conditions.

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- Purpose of data processing: to fulfil obligations determined in the present Terms and Conditions
- Data controller: SZPO and the JS. Personal data may be disclosed to personnel participating in organizing the Photo Contest and the relevant technical staff.
- Set of data controlled: personal data recorded during the Photo Contest (name, e-mail address, phone number and for the selected contestants – copy of his/her ID).
- Legal basis of data processing: Point a) of Subsection (1) of Section 5 of the Information Act.<sup>1</sup> By making an entry, contestants give, on the basis of sufficient information on data processing herein, voluntary and express consent to the Organizer processing his/her personal data submitted by the contestant for the purposes of participating in the Photo Contest as described herein, including verification of eligibility and providing the prizes to winners in accordance and pursuant to these Terms and Conditions.
- Time limit for storing data: Personal data, without prejudice to the licenses and permission granted hereunder, will be stored until the statutory time limit to enforce any claims in relation to the data processing purposes herein.
- Methods of data processing: electronic

The Organiser declares that the contestant's personal data will be processed by the data controller in accordance with the Organizer's instructions for the purposes of the present Photo Contest. Without prejudice to the licenses and permission granted hereunder, personal data provided will not be transferred to any third parties besides the Organiser.

Rights and remedies relating to data processing are governed by the Information Act. In light of the foregoing, contestants may request information on the data processing, and may request the correction, blocking or deletion of their personal data. In cases set out in paragraph 21 of the Information Act, contestants may object the processing of his/her personal data. In case of breach of their rights, contestants may seek remedy before the Hungarian Authority of Data Protection and Freedom of Information ("Nemzeti Adatvédelmi és Információszabadság Hatóság", address: H-1125 Budapest, Szilágyi Erzsébet fasor 22/C; T: +36-1-391-1400; facsimile: +36-1-391-1410; e-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)) or the competent courts.

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<sup>1</sup> Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information



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### 14. Limitation of Liability

By entering this Photo Contest, all contestant agree to release, discharge, and hold harmless the Organizer and SZPO and all of their employees and representatives from any and all claims, losses, and damages arising out of their participation in this Photo Contest or any Photo Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

The Organizer assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to the photos; or alteration of the photos.

The Organizer is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to contestants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Photo Contest.

Attention is expressly drawn to the fact that the Internet is not a secure network. Therefore, the Organizer may not be held liable for contamination by any virus or third-party intrusion into the computer system of the Photo Contest.

### 15. Acknowledgement and acceptance of the Photo Contest Rules

By entering the Photo Contest,

- a.) contestant agrees to be bound by the present Terms and Conditions, including assurances on copyright. Please be fair and respect your fellow-contestants.
- b.) contestant represents and warrants that the photo is his/her own creative work, that he/she owns all rights in his/her photo, that his/her photo does not violate any applicable laws, and that his/her photo does not infringe upon the copyrights, trademarks, rights of privacy, publicity, or other intellectual property or other rights of any person. Contestant assumes all responsibilities and consequences if submission is found to be otherwise. Organizer (including SZPO) will not be held responsible if legal action results from public exhibition.
- c.) contestant represents and warrants that all the information he/she provides about himself/herself while registering or in subsequent communications with Organizer are truthful and accurate.
- d.) contestant waives any right to inspect or approve finished photographs, audio, video, multimedia, or advertising recordings and copy or printed matter or computer generated scanned image and other electronic media that may be used in conjunction therewith or to approve the eventual use that it might be applied.
- e.) contestant acknowledges that winning constitutes permission (except where prohibited by law) to use his/her name, prizes won, photograph (all at Organizer's discretion) for future advertising, exhibition, publicity in any and all media including, without limitation, cable and



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broadcast television and the Internet, now or hereafter devised throughout the world in perpetuity, without additional compensation, notification or permission.

- f.) contestant accepts and agrees that in case of any legal disputes the English version of the present Terms and Conditions shall prevail.

### 16. Disclaimer

Organizer has the right, in its sole discretion, to modify the Terms and Conditions or to cancel, modify, terminate, or suspend the present Photo Contest.

Organizer reserves the right to modify this Photo Contest as necessary.

In case insufficient number of photos is received by the set deadline, the Organizer reserves the right to extend the photo submission deadline, and postpone or cancel the photo exhibition and the calendar production. In such circumstances, any changes would be announced.

The Organizer reserves the right to increase the number of photos featured in the exhibition, should the circumstances for the exhibition require so, and apply the same rules of usage and awarding the contestants as stipulated in the section *11. Awards and Recognition* of the present document.

The Photo Contest partially operates on the Facebook page of the Programme [@interreg.ipa.husrb](https://www.facebook.com/interreg.ipa.husrb), however, it is in no way sponsored, endorsed or administered by, or associated with, Facebook.

This Photo Contest has been implemented with the financial assistance of the European Union. The content of this document and the Photo Contest are the sole responsibility of the Joint Secretariat of the Interreg-IPA Cross-border Cooperation Programme Hungary–Serbia, hosted by the Széchenyi Program Office Non-profit LLC. and can under no circumstances be regarded as reflecting the position of the European Union.

### 17. Other provisions

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms and Conditions, or the rights and obligations of contestants and Organizer in connection with this Photo Contest, shall be governed by, and construed in accordance with, the substantive laws of Hungary.

If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein.

### 18. Additional information

For any questions on the Photo Contest, please email Jelena Dašić: [jdasic@interreg-ipa-husrb.com](mailto:jdasic@interreg-ipa-husrb.com).