



## **#AskThePresident and #SpaceChat – Terms and conditions**

### **Eligibility**

1. The participation is open only to individuals acting in their personal capacity. Any entries submitted by journalists and media representatives will not be considered.
2. Participants under 18 years old must have parental authorisation.

### **Entry rules**

3. Participants must submit videos of maximum 30 seconds.
4. Participants must share the entries on Instagram via stories, feed posts and Direct Messages, via Facebook Messenger, via Twitter or by sending an email to [COMM-SOCIAL-MEDIA-TEAM@ec.europa.eu](mailto:COMM-SOCIAL-MEDIA-TEAM@ec.europa.eu).
5. Participants must tag the European Commission on these platforms.
6. Each participant may submit unlimited videos.
7. Participants under 18 years old must add a signed parental authorisation to each video submission.
8. Shortlisted participants must accept the privacy statement and complete the consent form to be eligible.

### **Conditions**

9. The European Commission accepts no responsibility for videos that are lost, corrupted, or incorrectly submitted, howsoever that occurs.
10. The European Commission will under no circumstance be liable for any loss, harm, damage or personal injury to the participants or third parties nor to property, caused or suffered in connection with recording and submitting the video question.
11. The Commission cannot be held responsible for any costs incurred by participants in taking part in this exercise.

### **Timeline**

12. A specific duration to submit video questions will be defined on Facebook, Instagram and Twitter posts and shortlisted participants will be contacted shortly after the deadline for submissions.

### **Selection criteria**

13. The selection criteria will be: adherence to Terms and Conditions, quality of the video and relevance of the question.
14. The selection will be conducted by a panel composed of European Commission staff on behalf of the European Commission on the basis of eligibility and entry criteria and will select the 5 strongest contributions. We will contact the 5 participants and ask them to agree with the data protection privacy statement and these Terms and Conditions.

## **Fees**

15. At no point will the European Commission or any other organisation operating on its behalf request any form of payment or purchase for participation in this exercise.
16. All participants are responsible for any costs or expenses they may incur as a result of participation by recording and submitting a video (including any and all costs for accessing the Internet).

## **Acceptance of rules**

17. Submitting an entry constitutes acceptance of Instagram, Facebook and Twitter Terms of Use.
18. By submitting an entry, participants agree to be contacted by the European Commission via Instagram, Facebook, Twitter or by email.
19. The European Commission reserves the right to amend or alter these Terms and Conditions at any time, without notice and undertakes to update them on the dedicated webpage. It is the participant's responsibility to consult the Terms and Conditions regularly at the aforementioned address in order to be aware of any changes.

## **Disqualification**

20. Entries which fail to comply with the Terms and Conditions listed above may be disqualified without prior notification.
21. Participants who do not agree with the Terms and Conditions or with processing of their personal data or withdraw approval of the Terms and Conditions will automatically be disqualified.

## **Copyright**

22. Participants represent and warrant that they are the sole author and right holder of their content/work included in their entry (if any), and that they have not violated and will not violate any copyright, right of privacy, image right, or any other right of any third party. Any evidence of plagiarism, which includes the unauthorised use of the language and thoughts of another author, and the representation of them as one's own, will result in disqualification.
23. Participants also confirm that all content is completely model released, meaning that all third parties that created or participated, in any way, to content creation have previously consented to the above use.
24. In addition to owning the copyright and related rights, participants declare that they have complied with all relevant laws (copyright, privacy rights etc.) in producing their video and that they have acquired all necessary rights and obtained all necessary permissions. Participants must take into account that this might include third party works (such as architectural designs, sculptures, photographs or trademarks) or image rights (if a photo depicts identifiable persons).
25. Participants must not take footage of private persons without their consent. Children need a parental authorisation to be featured in the video. By submitting an entry, participants irrevocably transfer onto the European Union worldwide ownership of the entry and of all intellectual property rights related to the entry. The European Union acquires the exclusive rights to use the entry, where "use" means in particular storing, archiving, reproducing, editing, modifying, distributing, performing, publishing, printing, displaying, broadcasting, making available, communicating to the public, including on social media, creating derivative works, synchronizing, translating or otherwise making use of the entry, in both digital and material formats.
26. The European Union also acquires the right to authorise the reuse of the entry in conformity with the Commission Decision of 12 December 2011 on the reuse of Commission documents (2011/833/EU).
27. The participant must also waive their right to be identified as the author of the entry for the purposes of the above-mentioned use. By delivering the entry, the participant warrants that on the basis of their moral right under copyright they will not object that their names be mentioned or not mentioned when the entry is presented to the public (for example when published on social media).

## Applicable law

28. Any controversy concerning these Terms and Conditions shall be governed by the law of the European Union, complemented where necessary by the substantive laws of Belgium. In case any dispute, controversy or claim arising out of or relating to the subject matter hereof cannot be settled amicably between the Participant and the European Union, it shall be submitted to the exclusive jurisdiction of the courts of Brussels.

## Data protection

29. This activity is being organised by the European Commission's Directorate-General for Communication, Unit A1 (the Data Controller).
30. All personal information gathered, if any, (name, nationality, birthdate, postal address, email address, phone number, social media accounts) will be held by the Data Controller, the Data Processor or their trusted representatives and will only be used for the purpose of this communication activity. Such data will not be shared with third parties. The data will be held until 1 year after the end of the submission period and will then automatically be deleted.
31. The European Commission is committed to personal data protection. Any personal data is processed in line with the Regulation(EU)2018/1725. All personal information processed by the Directorate-General for Communication or its contractors is treated accordingly. The participants may consult the specific [privacy statement](#) for more information as regards the processing of your personal data and exercise your rights by using the contact details provided therein.
32. If participants wish to verify which items of personal data are stored, have them modified, corrected or deleted, or have questions regarding the information processed in the context of this activity, or on their rights, they should contact the support team of the Data Controller at the following address: [COMM-SOCIAL-MEDIA-TEAM@ec.europa.eu](mailto:COMM-SOCIAL-MEDIA-TEAM@ec.europa.eu) .
33. If this is insufficient to resolve their concerns, they should contact the European Data Protection Supervisor (EDPS). The contact details, and details of data subject rights, are available on the EDPS website at: <https://edps.europa.eu/>.

## Contact

34. In the event that a participant wishes to withdraw approval of the Terms and Conditions, they may contact the European Commission's Strategic Communication unit of the Directorate General for Communication at the following address: [COMM-SOCIAL-MEDIA-TEAM@ec.europa.eu](mailto:COMM-SOCIAL-MEDIA-TEAM@ec.europa.eu).
35. In the event that a participant wishes to ask questions before or after sending its video, they may contact the organising Unit at the following address: [COMM-SOCIAL-MEDIA-TEAM@ec.europa.eu](mailto:COMM-SOCIAL-MEDIA-TEAM@ec.europa.eu).