

## Terms & Conditions

### EU-LAC Awards 2017 for Journalists and Citizens' initiatives

#### Awards Foundation and Purpose of the Awards

The EU-LAC Awards are organised by the EU-LAC Foundation with the aim of promoting visibility, mutual knowledge of models of best practices and innovation within Europe, Latin America and the Caribbean. It is with this purpose, that the EU-LAC Foundation invites participants of both regions for the Awards that are held every two years, to acknowledge different types of projects implemented in any of the Member States of the European Union or Latin American and Caribbean countries.

#### Categories

The EU-LAC Awards are presented every two years for two categories:

- **Young Journalists**
- **Citizens' Initiatives**

A detailed description of each category and its definition is presented on the website of the Foundation: <https://eulacfoundation.org/en/EULACAwards>

The Entries for the Awards in each category must show a significant relevance for the bi-regional relationship between the European Union and the countries of Latin America and the Caribbean. The nominated projects and publications must either have been implemented during the calendar year 2016 in at least one of the regions (EU or Latin America/Caribbean).

The Foundation reserves the right not to award a category at its own discretion and without recourse to the participants.

#### Entry formalities for the two categories:

Entering the Awards implies the express and unreserved acceptance of these Terms and Conditions as well as the laws and regulations applicable. By clicking the “read and agreed”-checkbox during the entry and application process on the website and/or by confirming the acceptance of these Terms and Conditions in the respective entry and application form when submitting the entry by other means than the website, all participants agree that these Terms and Conditions create a legally binding agreement between the Participant and the Foundation.

The entry to the Awards is generally open to the persons and entities defined as follows and depending on the respective category. Each Participant must be either national or

resident/registered in one of the 61 [Member Countries of the EU-LAC Foundation](#) and be over 18 years old or as indicated in the respective award category.

The entries must be submitted online by using the application form on the Awards website (see first page). In case of technical difficulties, the entries may be sent to the postal address of the Foundation as set out above.

For the **EU-LAC Award for Journalism**, applications may be submitted by individuals, journalists or aspiring journalists aged 20 to 32, nationals from any of the 61 Member countries of the EU-LAC Foundation. Applications that exceed the 800-word limit and/or that are not submitted in English and/or Spanish will not be legible. The EU-LAC Foundation reserves the right to consider illegible any application that is not accompanied by the required documentation, namely: Curriculum Vitae, motivation letter and proof of citizenship.

For the **EU-LAC Award for Citizens Initiatives**, applications may be submitted by communities as well as local, regional or national governments, by civil society and non-for profit organisations or by duly accredited collectives of social actors. The application of this category must be accompanied by a presentation of the organisation and any supporting documents that contribute to explaining the manner in which it fulfils the established criteria for this Award.

The participation in the Awards is free of charge. The participants have to bear all costs incurred in connection with the preparation and filing of the submitted material.

All Entries must be submitted in the English or Spanish language via the online application form on the Website, and the entry must be accompanied by all relevant software if applicable. Entries submitted in any other language of the European Union or in any other Latin American or Caribbean language are eligible, provided however that such entry is accompanied by a translation in English or Spanish language.

Participants are allowed to submit one entry for each edition of the EU-LAC Awards.

The contact details provided by the Participant when submitting the entry are binding. In the event that these contact details may change after the entry was submitted, the Participant shall be solely responsible to inform the Foundation.

The Foundation reserves the right to disqualify any entry and/or Participant being in breach of these Terms and Conditions.

### **Closing date**

All entries must be received by the Foundation on or before the closing date, which will be 23:59 h (CET) on August 15th, 2017. Any entries received after this closing date or entries which are received incomplete or not fully functional will not be accepted and will be disqualified in which case they will not be considered by the Jury. The Foundation reserves the right to change the closing date to a later date. Note that for postal applications the date of arrival at the EU-LAC Foundation headquarters applies and **not the stamp date**.

## **Submitted material**

The submitted material should fit with the requirements as set out in the application form for the respective category (e.g. data size and format).

The Participant shall keep a copy of all the material submitted. The material submitted to the Award will not be returned.

The Foundation reserves the right to use all material submitted for presentation and media use for the purpose of presenting and promoting the Award and the EU-LAC Foundation. The Participant grants a respective license to the Foundation (and any third parties authorised by the Foundation) free of charge to use the submitted material and to reproduce, broadcast, distribute and make the material available to the public in any way and by any means. The Participant shall be solely responsible for obtaining all third parties rights being necessary for submitting the material and for granting the respective license to the Foundation and for paying all third parties' compensations.

The Participant shall be solely responsible to make sure that all copyrights and other intellectual property rights have been cleared with regard to the use of the submitted material, including, but not limited to the presentation of the material in connection with the Awards.

The Participant shall make sure that the submitted material and its content respects all applicable laws including, but not limited to public order and the reputation, privacy or image of third parties. In the event of a reasonable suspicion of a material infringement of copyright or any other third parties rights, the Foundation shall be entitled to exclude the respective material from further assessment and to disqualify the Participant who submitted the material for the Awards. Upon the Foundation's request, participants shall provide reasonable documentation or evidence as to how copyright or other third parties rights issues related to the submitted material have been solved. The Participant agrees to indemnify the Foundation fully for any claims, costs, proceedings, actions, demands, damages and/or liabilities arising out of any infringement of rights caused by the submitted material, statements or claims made as part of his participation.

The participants shall sign, at the moment of submitting the application, an Image and content Rights Assignment transferring the right to reproduce, distribute and disseminate the submitted material, totally or partially, as well as the content provided, through any procedure and/or medium, tangible or intangible, on-line or off-line.

## **Jury and Selection Criteria**

The Entries will be judged by a panel of four independent judges selected among personalities from the EU- and CELAC countries.

The selection in principle will be completed by the end of September.

The Foundation reserves the right to withdraw an entry from the judging process at any time if the respective entry is deemed inappropriate for any reason.

The Jury's decision will be taken on a majority basis. Should there be a tie among participants, the Executive Director of the Foundation will have a last and final vote.

The Jury's decision is final and binding and no discussions or correspondence will be accepted relating to any of their decisions.

Further details of the jury composition will be announced in due course.

The Jury's decision is final and not subject to legal recourse.

### **Winning the Awards**

The winners of the Award will be notified in September 2017 and officially announced during an official Award presentation ceremony, in the margins of the CELAC- EU Summit. Further details will be duly provided on the Foundation's website.

The Participant agrees to provide a representative to attend the Award ceremony to accept the Award in the event that the Participant's entry has been selected as the winning entry in one of the categories of the Award. Upon the Foundation's request, the Participant shall provide additional information for the purpose of presenting the winner of the Award. The Foundation will provide to the winner of each category the airfare in economy class from their country of residence to the location of the ceremony and accommodation for up to three (3) nights.

If the Participant wins an Award, s/he grants permission to the Foundation to use any photographs, videos, sound, written or other material created in connection with the Award and the Award ceremony for the purpose of presenting the Award and the respective promotional activities as it sees fit and without any restriction.

The **EU-LAC Award for Journalism** will consist of two awards. One for a CELAC citizen applicant and another for a EU citizen, which consist of the article publication by the EU-LAC Foundation's and possibly in a European and/or Latin American and/or Caribbean media outlet. Both winners will receive a fully paid return economy class flight and accommodation for the awards ceremony in El Salvador. The Foundation will not be liable to any other travel arrangements and expenses incurred in this connection; these shall be covered directly by the winner.

The **EU-LAC Award for Citizens Initiatives** will consist of a financial contribution of €12,000.00 to fund material to continue implementing and developing further the project (invoices that duly justify the expenses will be required). The winner will receive a fully paid return economy class flight and accommodation for the awards ceremony in El Salvador. The Foundation will not be liable to any other travel arrangements and expenses incurred in this connection; these shall be covered directly by the winner.

A second prize of €3,000.00 will be awarded to the best-classified initiative of the other partner region of the winner to fund material to continue implementing and developing further the project (invoices that duly justify the expenses will be required).

If a winner is unable to partly or jointly enjoy the awarded prize for any reason whatsoever, the Participant will lose the right to enjoy the awarded prize and cannot obtain any compensation. In this event, the Foundation may decide to ask the judging panel to choose another entry from the respective category as the winner, but the Foundation is not obliged to do so.

### **Limitations & Disclaimer**

The Foundation will not be responsible or liable, financially or otherwise, in respect of any malfunction of the technical and communication infrastructure being necessary to submit the material, and/or any intrusion or fraud that causes a failure in the access, administration or security of the Awards.

In no event shall the Foundation be liable whether in contract, tort, by statute or otherwise in respect of any claims, damages of any kind, loss of profits and/or loss of business for any special, indirect, incidental or consequential loss or damage arising out of or in connection with the Awards, including without limitation: loss of revenue, loss of anticipated savings, loss of business and/or goods, loss of goodwill, loss of use, loss and/or corruption of data and/or other information, including as a result of loss or damage caused by or to the material submitted by the Participant.

For the avoidance of doubt, participants agree and accept that they will be solely responsible and liable for any and all damage caused by their entry or the material submitted to the Foundation therewith.

### **Governing Law**

These terms and conditions shall be interpreted in accordance with and governed by German law.