

§ 1

General provisions

1. The following Terms and Conditions (hereinafter referred to as “Terms and Conditions”) set out the rules for participation in the “Razem możemy więcej” Competition, hereinafter referred to as “Competition”.
2. Participation in the Competition is voluntary and free of charge.
3. The Organiser of the Competition is the Foundation for the Development of the Education System, with its registered office in Warsaw 02-305, Aleje Jerozolimskie 142a, entered in the register of associations, other social and professional organisations, foundations and health care institutions of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under KRS No. 0000024777, which has been assigned NIP No.: 526-10-00-645 and REGON No.: 010393032, hereinafter referred to as „Organiser”.

§ 2

Competition

1. The purpose of the Competition is to reward and promote the most interesting videos presenting project activities within the framework of the European Solidarity Corps programme, hereinafter referred to as “ESC”.
2. The Competition is held on the territory of the Republic of Poland.
3. The Competition is not in any way supported, administered or affiliated with Instagram or TikTok social media platforms.
4. The Competition is not a game of chance within the meaning of the Act of 19 November 2009 on Gambling Games (Journal of Laws 2022, item 888).

§ 3

Participants in the Competition

1. Participants in the Competition may be natural persons registered in the ESC database – with a PRN number (registration on the European Youth Portal https://youth.europa.eu/SOLIdARity_pl) and beneficiary institutions of the ESC programme (organisations and institutions with an OID number), hereinafter referred to as “Participants”.
2. Participants in the Competition may also be participants in programmes preceding the ESC programme, i.e. persons participating in Erasmus+ volunteering projects or European Voluntary Service projects.
3. Employees and former employees of the Organiser, persons permanently collaborating with the Organiser on a basis other than employment relationship, and members of their families, i.e.

ascendants, descendants, siblings, spouses, parents of spouses and persons having an adoption relationship with them, are excluded from participation in the Competition.

§ 4

Competition rules

1. The subject of the Competition is the preparation by the Participant in the Competition of a 90-second video (hereinafter also referred to as “Competition Work”) in one of the following categories:
 - a) an inspiring account of your ESC project,
 - b) a video about your ESC project posted on Instagram or TikTok,
 - c) a video encouraging others to participate in an ESC project.
2. The Participant in the Competition may submit 1 Competition Work in each of the categories specified in Article 4(1) of the Terms and Conditions.
3. Along with the submitted video, the Participant in the Competition is required to send a short description (up to 300 characters) of the project and of the film. A Competition Work without a description will not be considered by the Competition Committee.
4. The Competition Work is submitted by filling in the application form and sending a link to the video.
5. In the case of the category specified in Article 4(1)(b) of the Terms and Conditions, in addition to the link to the video, it is obligatory to send a screenshot containing the numbers of likes received from users of Instagram or TikTok social media platforms, as of the date of the submission of the Competition Work.
6. Submissions will be accepted from 15.11.2022 to 19.12.2022.
7. The Competition results will be announced no later than 31 December 2022.

§ 5

Formal and substantive assessment

1. Formal assessment of Competition submissions is performed by the Organiser. Substantive assessment of submissions meeting the formal requirements is performed by the Organiser's internal experts.
2. Competition Works in the categories specified in Article 4(1)(a) and (c) of these Terms and Conditions will be assessed according to the following criteria:
 - a) interpretation of and reference to the project carried out under the ESC programme, or
 - b) relevance of the video to the Competition category,
 - c) ingenuity and appeal of the video.

3. Competition Works in the category specified in Article 4(1)(b) of these Terms and Conditions will be assessed according to the highest number of likes from users of Instagram or TikTok social media platforms as of the date of submission of the Competition Work.

4. The decision of the Competition Committee is not subject to appeal.

5. The submitted Competition Work may not contain any content that violates the rights of third parties, is against the law or the rules of social coexistence, and in particular is considered to be obscene, discriminatory or in any way detrimental to the feelings or rights of third parties. Any Competition Work that violates the conditions stipulated in the preceding sentence will not be admitted to the Competition.

§ 6

Competition Prize Winners and prizes

1. For each Competition category specified in Article (4)(1) of these Terms and Conditions, a 1st place and an honourable mention will be awarded.

2. The following in-kind prizes are awarded to all winners and recipients of honourable mentions:

- 1st place – Apple iPad,
- honourable mention – Samsung phone.

3. The Organiser reserves the right not to award 1st place and an honourable mention, depending on the quality of the assessed content.

4. The list of winners and recipients of honourable mentions will be published no later than 31 December 2022 on the eks.org.pl website, and Competition Prize Winners will be informed thereof via email indicated in the application form.

5. In the case of Competition Prize Winner who are natural persons not engaged in economic activity, prizes exceeding the value of PLN 2,000.00 are subject to taxation in the form of a lump-sum income tax of 10% on the total prize value.

6. Competition Prize Winners who are natural persons not engaged in economic activity will also receive a cash prize in the amount of 11.11% of the in-kind prize (corresponding to the income tax rate on the Competition prize value). Competition Prize Winners agree that the amount specified in the preceding sentence will be transferred as due income tax to be paid by the Organiser to the relevant tax authority.

7. In the case of Competition Prize Winners who are beneficiary institutions of the ESC programme (subject to corporate income tax), the Organiser informs that in accordance with the provisions of tax law, the payer of income tax on benefits constituting income from economic activity is the beneficiary institution receiving the income, who is obliged to pay income tax in accordance with taxation rules for economic activity applicable to them.

8. Participants in the Competition who are beneficiary institutions of the ESC programme (subject to personal income tax), for whom the prize received in the Competition does not constitute income from economic activity, are subject to taxation in the form of a lump-sum income tax of 10% on the total prize value. In such a situation, Competition Prize Winners will also receive a cash prize in the amount of 11.11% of the in-kind prize (corresponding to the income tax rate on the Competition prize value). Competition Prize Winners agree that the amount specified in the preceding sentence will be transferred as due income tax to be paid by the Organiser to the relevant tax authority.
9. Prizes are not exchangeable for a cash equivalent.

§ 7

Copyright

1. Each Participant, by submitting a film for the Competition, declares that they hold the moral and economic rights to the submitted Competition Work.
2. In the case where the film was created in co-authorship, the author declares that they are authorised by the other co-authors to submit the work to the Competition. The author who has submitted the film without the permission of the copyright owner or the authorisation of the other co-authors, or by exceeding such authorisation, shall be liable to the Competition Organiser for any claims made.
3. The Organiser undertakes to respect the moral rights of the authors, in particular to label the film with their names or pseudonyms.
4. Upon submission of the Competition Work, Participants in the Competition grant the Organiser a non-exclusive licence, unlimited in terms of time or territory, to use the film/videogram, in its entirety or in fragments, in the following fields of exploitation: public presentation, communication, broadcasting, and making it available to the public in a manner allowing every person to have access to such work at a time and in a place of their own choice.
5. Under the licence specified in Article 7(4) of the Terms and Conditions, the Organiser is entitled to use the Competition Works in their entirety or in part for promotional purposes.
6. The Organiser is not liable for any infringement by the person submitting the Competition Work of any rights of third parties in connection with the transfer of economic rights to the Competition Work or its individual components in the manner and scope described in these Terms and Conditions.

§ 8

Protection of personal data

1. The Organiser declares that it is the Controller of personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of

natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as "GDPR").

2. The Data Controller has appointed a Data Protection Officer to supervise the accuracy of the processing of personal data, who can be contacted via e-mail address: iod@frse.org.pl.

3. All personal data will be processed for the purpose and to the extent necessary for the proper implementation of the Competition, i.e.

a) Publication of personal data including the name of the winners and recipients of honourable mentions on the eks.org.pl website and on the social media platforms of the Organiser, ESC.

b) Publication of the winning content submitted in the Competition on the eks.org.pl website and on the social media platforms of the Organiser, ESC.

4. The following data will be processed for the purpose specified in Article 7(3) of the Terms and Conditions: name, surname, telephone number, e-mail address, PRN number, name of the organisation implementing the project, host country, location of the project, correspondence address, image.

5. The basis for the processing is Article 6(1)(b) and (f) of the General Data Protection Regulation of 27 April 2016 (GDPR).

6. The provision of personal data is voluntary but necessary for participation in the Competition.

7. By submitting an entry to the Competition, the Participant agrees to:

a) processing and publishing of personal data by the Competition Organiser, in accordance with the provisions of GDPR for the purposes of the Competition;

b) use of their e-mail address and telephone number for the purposes of the Competition;

c) use of their image in materials created by ESC for promotional purposes of the Competition.

8. Data subjects have the right of access to the content of their data and, subject to the provisions of the law, the right to:

a) rectification of data,

b) erasure of data,

c) restriction of data processing,

d) data portability,

e) object to processing,

f) withdraw consent at any time,

a. lodge a complaint with the President of the Personal Data Protection Office.

9. The Organiser declares that personal data will not be processed in an automated manner, will not be subject to profiling and that personal data will not be made available to external entities except in situations provided for by law.

10. The Organiser indicates that it applies technical and organisational measures to adequately secure the personal data entrusted, appropriate to the risks and the category of data. The Organiser has implemented appropriate measures to ensure a degree of security appropriate to the risk, taking into account the state of the art, the cost of implementation and the nature, scope, purpose and context of the processing and the risks of varying likelihood and severity for rights and freedoms of natural persons.

11. The Organiser takes particular account of the risks that are presented by processing arising from:

- a. accidental or unlawful destruction,
- b. loss, alteration, unauthorised disclosure of personal data,
- c. unauthorised access to personal data transmitted, stored or otherwise processed.

12. The Participant in the Competition authorises the use of their name for the purpose of reporting (including in the media) on the results of the Competition.

13. By entering the Competition, the Participant in the Competition declares that they possess all the consents of the natural persons appearing in the Competition on behalf of the Participant for the processing of their image for the purpose of conducting the Competition by the Organiser.

14. The personal data will only be processed adequately and to the extent necessary to fulfil the Purpose and for no longer than necessary to fulfil the Purpose. The Participant may withdraw the consent in question with regard to the personal data of persons, all or some, which may, however, significantly affect their further participation in the Competition, for which the Organiser is not liable.

15. The Organiser is further obliged, upon request, to allow the data subject access to their personal data and to enable them to inspect, restrict and modify the data, as well as to comply with the request for their deletion, which may affect further participation of the Participant in the Competition (their exclusion), for reasons not attributable to the Organiser.

16. The Participant in the Competition declares that all the content published by them on the Competition website does not infringe the rights of third parties, in particular the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws of 2018, item 1191) and personality rights, and that they have obtained all the relevant consents of the persons whose image they have captured in the photographs to use their image in the Competition.

17. When entering the Competition, the Participant must possess:

- a) in the case of publication on the Competition website of photographs featuring third parties, consent of these third parties for the use of their image for the purposes of the Competition organised under **ESC** and in promotional materials prepared by the

Organiser, including for the promotion of the Competition on the social media channels of the Organiser, ESC (in particular on social media platforms Facebook, Instagram) (a specimen form is included in Appendix 1);

- b) in the case where a minor person appears in the films, the consent of their parents or legal guardians for the use of this person's image for the purposes of the Competition organised under ESC and in promotional materials prepared by the Organiser, including for the promotion of the Competition on the social media channels of the Organiser, ESC (in particular on social media platforms Facebook, Instagram) (a specimen form is included in Appendix 2).

18. The Participant does not have to provide the Organiser with the statements of consent specified in paragraph 17.

19. The statements with consents specified above must be retained by the Participant in order to submit to the Organiser at any request of the Organiser, in particular in the event of a possible court dispute to which the Organiser will be a party.

§ 9

Final provisions

1. By entering the Competition, the Participant agrees to these Terms and Conditions.
2. The Organiser reserves the right to modify the duration of the Competition and to cancel the Competition.
3. These Terms and Conditions are available at www.eks.org.pl and are the only document defining the rules of the Competition.
4. The Organiser reserves the right to modify the Terms and Conditions.
5. The Organiser is not liable for false data provided by the Participant. The Participant undertakes to compensate the Organiser for any damage suffered by the Organiser if any of the statements and assurances made by the Participant prove to be untrue.
6. In matters not covered by these Terms and Conditions, the provisions of the Civil Code, the Act on Copyright and Related Rights and other applicable laws apply.
7. The following Annexes to these Terms and Conditions form an integral part thereof:
 - a) Annex 1: Specimen form of consent of third parties for the use of their image for the purposes of the Competition;
 - b) Annex 2: Specimen form of consent of the parents or legal guardians of minors for the use of their image for the purposes of the Competition.