

Competition Terms & Conditions

- 1. INTRODUCTION:** Erasmus Student Network AISBL, Rue Joseph II 120, 1000 Brussels, Belgium (hereinafter “ESN”) is organising the competition Mobility Is My Lifestyle, hereinafter “the Competition”, as described by these Terms and Conditions.
- 2. ELIGIBILITY:** The Competition is open to all residents of the following countries, that have obtained the legal age, hereinafter “the Participant(s)”:
Albania, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Macedonia, Malta, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, The Netherlands, Turkey, United Kingdom.

The successful participant must ensure their own travel requirements, including visas, passports, and other travel documents.

Employees, other staff of ESN AISBL, and family members as well as volunteers of ESN thereof or any other persons involved in the organising of this Competition are not eligible to take part. Any participation not complying with these terms and conditions is invalid. ESN explicitly reserves the right to refuse or remove a Participant, at its sole discretion, in the event ESN determines a Participant does not comply with all rules and regulations as contained herein. It is not the responsibility of ESN to ensure that the Competition participation requirements and use of personal information do not contravene the laws and regulations of any country of residency of participation, where it is being received or viewed. For the aforementioned reason, all responsibilities relating to the participations in the Competition shall be borne by the Participants who, it is understood, participate under their own responsibility and risk. In the event that any misfortune or damage should be experienced on the side of the Participant(s), ESN shall not be responsible.

- 3. TIMING:** The Competition is open **from February 27th 2018, 8pm until March 11th 2018, 11:59 p.m. CET** (hereinafter “the Competition Period”). The Competition participation is only valid during the Competition Period.

4. RULES OF THE COMPETITION (HEREINAFTER “THE RULES”):

- a. The Participants shall submit a 45-60 seconds long video answering the question “How does mobility contribute to intercultural understanding?” (hereinafter “the Video”). The participants must be the author of the video.
- b. The Participants upload the Video to their Instagram account with the hashtag #MobilityIsMyLifestyle and #SharingMyCulture and tag @movineurope and @esn_int. The Video must be set as public, so as to be able to see it.
- c. Participant’s name, surname, nationality should be mentioned at the beginning of the Video.
- d. The Participant is responsible for the content copyrights, according to the state law. By submitting the Video, the Participant confirms that they have not breached any copyright laws and that their materials can be used by ESN and their partners for future promotion.
- e. The Video has to use English as its main language.
- f. One person can only submit one Video.
- g. The Video should not include inappropriate or offensive language.
- h. The participant applying for the competition must be at least 18 years old at the time of applying.

5. WINNER SELECTION AND NOTIFICATION:

At the end of the Competition Period, two winners will be selected among all eligible Participants and will be awarded a prize based on the following criteria:

- a. The video’s originality and quality of the idea;
- b. The Participant’s ability to express their ideas;
- c. The answer to the question “How does mobility contribute to intercultural understanding?”
- d. Quality of the video and relevant Participant’s skills

ESN will announce the winners on its social media channels at the end of the Competition Period. The jury chosen by ESN will evaluate all submitted Videos which comply with the Rules of the Competition and two Participants will be announced as the winners. By “d. Quality of the video and relevant Participant’s skills” shall be understood the Participant’s skills related to video recording, editing or general ability to express their idea through the chosen form of expression, as proven by their submitted entry. ESN reserves the right to announce the winners via Instagram. The winners will be contacted first through Instagram before their public announcement. They should confirm that they accept the prize and the conditions for allocating the prize by replying to the confirmation

message on Instagram and providing a valid email address for further dialogue within 48 hours from receiving the message. Failure to confirm acceptance of the prize and to provide the required information within the stated timescale will result in the winners' losing the right to claim the prize and its reallocation to a new winner. Upon the forfeiture of the prize, no payment and no other compensation shall be made towards the original potential winner. The announcement date may be delayed due to unexpected circumstances. Decisions made by ESN are final on all matters related to the Competition. ESN will not discuss the Competition results and will not respond to any requests for comments on this subject.

6. PRIZE:

The winners will receive a 2 week trip around Europe with travel, accommodation costs and insurance covered. The winners will be supported by ESN volunteers in the city they are visiting. The official trip will have two winners who will visit 6 cities of Europe and meet ESN members to share personal experience and learn more about the local culture. ESN will prepare the route and will keep in touch with the winners to follow and support their journey. In each city of the route, there is also a UNESCO World Heritage site and the Participants should visit and take a photo in front of it to celebrate the European Year of Cultural Heritage. Additionally, they shall provide photos, videos and blog entries during their trip and thus sharing their own story. The materials can later be used for promotion of ESN International and its partners. The winners will also receive a special ESNcard for them to use and enjoy during their trip, thus demonstrating the usefulness of this ESN tool.

The prize cannot be returned and cannot be reimbursed in cash. The prize is awarded "as is", without warranty regarding the underlying services of performance. ESN is not responsible for any direct or indirect damages that occur as the result of the use or loss of the prize, regardless of cause.

7. PARTICIPATION CONDITIONS:

Participants accept that:

- The participation in the Competition must be fully complete and in accordance with the Competition's Terms and Conditions.
- ESN's decisions as to the administration and operation of the Competition and the selection of the potential winners is final and binding in all matters related to the Competition and is not open for discussion with ESN.
- At the time of participation, Participants are deemed to have read, understood, and be in agreement with the Terms and Conditions of the Competition. Should they not agree with

the Terms and Conditions, they shall not proceed with the Competition. By continuing to participate in this Competition, they agree to be bound by these Terms and Conditions.

- ESN retains the right to exclude Participants from participating in the Competition and to delete participations if these are not compliant with these Terms and Conditions.
- The winners of the Competition shall agree with Terms and Conditions from each hostel provided by ESN partner, Hostelling International.
- The winners agree to provide material such as videos, photos and blog entries for ESN, also upon request, during the entirety of their trip. A license for commercial and editorial use is granted from the winners to ESN and its partners for all the material provided.

- 8. FORCE MAJEURE:** If any aspect of this Competition is not capable of taking place as planned because of the reasons mentioned below, ESN reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Competition, or invalidate any affected participations, if required.

The reasons that can cause cancellation or any other above mentioned action of the Competition:

- an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder;
- pressure waves from devices travelling at supersonic speeds or damage caused by any aircraft or similar device;
- a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the affected Services;
- specific incidents of exceptional adverse weather conditions;
- tempest, earthquake or any other natural disaster of overwhelming proportions; pollution of water sources resulting from any plane crashing into [];
- infection by computer virus, telephone network failure, bugs, tampering, unauthorized intervention, fraud, technical failures;
- other unforeseeable circumstances beyond the control of Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, which in each case directly causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

- 9. DATA PROTECTION/PRIVACY POLICY:** The personal data processed for the requirements of the Competition are declared to the Privacy Protection Commission in accordance with the Law of 8 December 1992 on privacy protection with regard to the processing of personal data. The Participants are advised that their personal data collected under the Competition are necessary to process their participation. This data is intended exclusively for ESN and its subcontractors and service providers for Competition management requirements. ESN may ask Participants to give their express consent to receiving of information on ESN and promotional operations by email. The Participants may exercise their right to access, rectify, or challenge the data concerning them in writing to the address of ESN.
- 10. JURISDICTION:** Legal relationship between ESN and the Participants is governed by the applicable laws of Belgium. Any and all legal actions or claims arising in connection with this Competition must be brought in a court of competent jurisdiction in Belgium.
- 11. RELEASE:** By participating in this Competition the Participants agree that no claim shall be asserted against ESN, its affiliates, or any of its respective employees in respect of any damages, rights, claims, or actions of any kind whatsoever that result from their participation to this Competition and/or acceptance and enjoyment of the prize.

ESN reserves the right to have a free use of all media materials produces in the framework of the Competition.

The Competition is void where prohibited. To the extent permitted by law, the right to litigate, to seek injunctive relief, or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Competition are hereby excluded and any Participant expressly waives any and all such rights.

- 12. AGREEMENT:** By entering the Competition the Participants agree to abide by all rules.

The Competition Terms and Conditions are supplied to provide clarity. Please do not hesitate to contact us on movineurope@esn.org should you have any questions or remarks.