

# **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, between the ages of 18 and 30, hereinafter "the Participant(s)": Albania, Andorra, Armenia, Austria, Azerbaijan, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Republic of Moldova, Romania, Russian Federation, San Marino, Serbia, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, 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 their family members as well as volunteers active in the international teams and bodies of ESN, 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 fparticipation 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 participation 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 15th until March 20th 2022, at 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"):

The Participants shall submit a 45-60 second long video answering the question "How did mobility change the way I look at Europe?"

Their name, surname, nationality, current location, and occupation must be mentioned at the beginning of the video.

The Participant is responsible for the content copyrights, according to state law. By submitting the video, you confirm that you have not breached any copyright laws.

The video has to use the English language.

One person can only submit one video.

The video should not include inappropriate or offensive language.

ESN will share the best 10 videos on our Instagram account @esn\_int

5 videos that get the most likes and shares until April 14, will be given a personally tailored trip around Europe, during which they will meet locals and engage in a volunteering initiative in each of the countries that they are passing through, ending up in Brussels at the same time together.

## 5. TOP VIDEOS SELECTION:

At the end of the Competition Period, the top 10 videos will be selected among all eligible Participants received based on the following criteria:

- a. The video's originality;
- b. The Participant's ability to express their ideas;
- c. The answer to the question "How did mobility change the way I look at Europe?"

ESN will share the top 10 videos on its Instagram account at the end of the Competition Period. The 5 rewarded Participants will be determined based on the performance of the videos in the 10 days following their publishing on ESN's Instagram. The 5 videos which receive the highest accumulated number of likes, shares, and views will be considered rewarded Participants. ESN reserves the right to announce the awarded participants via email. The rewarded Participants should confirm that they accept the reward and the conditions for allocating the reward by replying to the confirmation email within 3 working days from receiving the message. Failure to confirm acceptance of the reward and to provide the required information within the stated timescale will result in the rewarded Participant's losing the right to claim the reward and its reallocation to a new rewarded Participants. Upon the forfeiture of the reward, no payment and no other compensation shall be made towards the original potential recipient. 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. REWARD:

The awarded participants will receive a 2-weeks long trip to up to 5 European cities with travel and accommodation costs covered.

During the trip, the participants will visit 5 cities in Europe and meet ESN members in each of the cities to engage in volunteering activities and connect to the local community. ESN will prepare the route and will keep in touch with the participants to follow their journey.

The participants will have to promote their experience through their own social media channels and those of ESN's while they are travelling around Europe. Targeted messages about the EU and its values will be posted along the way. After their journey, the rewarded Participants will have to write a motivational article or do an interview to inspire other young people to travel around Europe and learn about the EU's diversity and cultural heritage, as well as actively engage with the local communities they are visiting.

The reward cannot be returned and cannot be reimbursed in cash. The reward is given "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 reward, 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 rewarded Participants 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.

## 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 participation, if required.

An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the affected party and which by the exercise of reasonable diligence the affected party was unable to prevent, including, without limitation:



acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond the reasonable control of the affected party which may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labour disputes; acts of civil or military authority; governmental actions; or inability to obtain labour, material, equipment or transportation; 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 in this Competition and/or acceptance and enjoyment of the reward. Additionally, the participant confirms that you have not breached any copyright laws, and ESN can not be held accountable for the content of their videos.

ESN reserves the right to have free use of all media materials produced 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 at <a href="mailto:communication@esn.org">communication@esn.org</a> should you have any questions or remarks.