

# Video Contest and Video Usage Terms and Conditions for the VELUX EHF FINAL4 2020

## 1. Contest and video usage description

The video contest (the **Contest**) is organised by the EHF Marketing GmbH, a private limited company, registered under the laws of Austria (register number in the Chamber of Commerce of Vienna: under number ZVR 263489108), having its registered address at Hoffingergasse 18, 1120 Vienna, Austria (**EHFM**). EHFM is a 100 % subsidiary and the marketing arm of the European Handball Federation, a non-profit organisation registered under the laws of Austria, having its registered address at Hoffingergasse 18, 1120 Vienna, Austria (**EHF**). The Contest is organised in the framework of a fan campaign by which the selected videos will be shown at the VELUX EHF FINAL4 2020 (the **Event**) on LED screens and five videos will be rewarded with the prize as described in the present terms and conditions (the **T&C**). The subject of the submitted videos shall be the fan activities, captured during the EHF Champions League games.

By participating, the contestant (**You**) agree to be fully unconditionally bound by these T&C, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of EHFM as final and binding as it relates to the content of this Contest.

## 2. Contest Period:

Videos will be accepted as of 3 November 2020 at 12:00:00 CET Time and ends on December 3 at 11:59:59 PM CET.

## 3. Eligibility:

All natural persons are eligible to participate in the Contest and win prizes Employees, agents, officers and directors of EHFM and EHF as well as their respective, subsidiary, and employees are not eligible to win.

## 4. How to participate

Send the video and a signed copy of the consent to these T&C to the following email address: [ehffinal4@ehfmarketing.com](mailto:ehffinal4@ehfmarketing.com)

## 5. Prizes

All the prize winners will receive the following prize:

- :Goodie bag consisting of official merchandise of the Event

## 6. Prize awarding and notification

The potential prize winners will be raffled and notified by email. If a potential prize winner cannot be contacted; is ineligible according to these T&C; prize notification is returned as undeliverable; decides to decline his/her prize for any reason whatsoever; or fails to fully comply with these T&C, he/she will forfeit his/her prize and the prize may be awarded to an alternate prize winner from among all remaining eligible entries received for the applicable drawing, in EHFM's sole discretion. Once the official contact has been carried out within the specified time period, verified, and receives final approval by EHFM, then and only then will a potential prize winner become an actual winner.

## 7. Rights granted by You

By entering your video, You understand and agree that EHFM and anyone acting on behalf of EHFM shall have the right to publish the video at the Event. By entering your video, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary, intellectual property and personality rights. By entering your video, You represent and warrant that

you have the consent of the persons who could be clearly identified in the video in accordance with the GDPR<sup>1</sup>. If your entry infringes upon the intellectual property right and personality right of another, You will be disqualified at the sole discretion of EHFM. If the content of your entry is claimed to constitute infringement of any proprietary, intellectual proprietary and personality rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless EHFM and EHF from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which EHFM and EHF may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

In addition, video entries must not constitute, facilitate, or promote illegal products, services or activities. Video entries must not discriminate or encourage discrimination against people based on personal attributes such as race, ethnicity, colour, national origin, religion, age, sex, sexual orientation, gender identity, family status, disability, medical or genetic condition. Videos must not contain shocking, sensational, disrespectful or excessively violent content. Video entries must not contain deceptive, false, or misleading content, including deceptive claims, offers, or business practices. EHFM reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or violates these T&C.

## **8. Disclaimer**

By entering, You agree to release and hold harmless EHFM and EHF and their partners, representatives, employees, officers, and directors from any liability, illness, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions or Internet service; (iv) unauthorized human intervention in any part of the entry process; (v) electronic or human error in the administration of the Promotion or the processing of entries.

## **9. Data Privacy**

### **Use of Personal data**

The participation of the Contest requires the input of first and last names and the personal data contained in the video (i.e. biometric data) (total "personal data"). The personal data of users will be stored on the server of EHFM.

Ehfm uses the data to identify the winners of the competitions for the distribution of non-cash prizes. In order to be entitled to win non-cash prizes users must expressly agree to the use and forwarding of personal data as described here.

Apart from the foregoing, EHFM will only disclose personal user data if users have given their express consent, if there is a legal obligation to do so, or if this is necessary to enforce EHFM's rights.

Users may revoke their consent at any time and without providing reasons, with effect for the future. If you revoke your consent to the processing of data, you are no longer entitled to participate in the Contest. In order to revoke your consent, please send an email to [ehffinal4@ehfmarketing.com](mailto:ehffinal4@ehfmarketing.com)

If you revoke your consent, we will delete any personal data for which we have no legal storage obligation and will restrict the processing of the stored data to the said purpose in the future. We will delete any personal data at the latest 1 year after the last day of the year in which the Event took place, unless there is a legal obligation of the EHFM to process and / or store data for a longer period (e.g. invoices).

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<sup>1</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council 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

The use and processing of personal data will be handled in line with the Austrian data protection laws and the GDPR. Furthermore, we wish to make you aware that you have further specific rights granted to you GDPR and the Austrian data protection laws, in particular, but not limited to the rights to information which personal data and for which purposes they are stored and processed, to rectification of inaccurate personal data, a right to object and / or of restriction of the further processing of such data, and of data portability.

**10. Applicable law and dispute**

The T&C is governed by the substantive laws of Austria. Any dispute arising from, or in connection with this T&C, or any change thereof, will be submitted exclusively to the competent court in the Vienna district, Austria.

**11. How to contact us**

Although we strive to make these T&C as comprehensive as possible, we know you may still have questions or concerns about how we collect, use and share data. If you have a question, concern or complaint regarding our T&C, you may contact us by any of the following methods:

- By sending an email to [ehffinal4@ehfmarketing.com](mailto:ehffinal4@ehfmarketing.com)

In \_\_\_\_\_, on \_\_\_\_\_ 2020

Signed: \_\_\_\_\_

First name and last name \_\_\_\_\_