

ESC Celebration

These Rules are issued by European Broadcasting Union (who we'll refer to as "EBU", "us", "we" and "our" in these terms and conditions).

You can be a part of the Eurovision Song Celebration as the Fan Recap returns. We invite you to sing, dance and party along to your favourite songs of Eurovision 2021. Dress up your living rooms, bring your flags and Eurovision props and record yourself in landscape (16x9) format (the "Video"). You can refer the official recap to recreate the best bits: <https://www.youtube.com/watch?v=u6FU4wPI-ng>

The EBU will select the Videos that will be published on the EBU websites and social media channels. Selected Videos will also be included in Online Shows streamed on YouTube and other platforms.

By sending a Video as explained below, the participants are deemed to have read, understood and agreed to the Terms and Conditions attached herein prior to sending the Video.

How to Enter?

Please send the file in the highest possible resolution via WeTransfer to competition@eurovision.tv (alternatively you can use Google Drive, OneDrive, Myairbridge or Dropbox).

Please include your name, country, age(s) and contact details (telephone).

We welcome contributions from fans of all ages - and if you want to sing with your family or with those you are staying at home with, please feel free. Make sure when you record your Video, that you respect and abide by all the Covid-19 health and safety instructions applicable in your country.

No purchase is necessary to enter. Eligible entrants may enter as many Videos as they wish.

Who Can Enter?

Anyone can enter. That said, if you're minor in your country and wish to participate, please ask your parents to your Video along with a formal permission signed by them along with your Video stating that they accept these terms of use and that they consent to the use of the Video as set out hereunder.

Employees of the European Broadcasting Union, Eurovision Services SA and its affiliates or suppliers as well as their immediate family members are ineligible. The term "immediate family" includes spouses, grandparents, parents, siblings, children and grandchildren. We reserve the right to ask for proof of name, age and address of both winners.

Until when?

Deadline: 19 May (23:59 CET)

The EBU reserves the right to amend the dates above and these Rules at any time. All Videos received after the Deadline will not be taken into consideration for inclusion in the online show.

Criteria

Content: Videos shall not 1) promote illegal behavior; 2) support racial, religious, sexual or other invidious prejudice; 3) advocate sexual or violent exploitation; 4) violate rights established by law or agreement; 5) invade the privacy of any person; or 6) be otherwise inappropriate as determined by us in our sole and conclusive determination.

Selection of the Videos included in the Online Show

Selection: The EBU will select the Videos on the basis of artistic and editorial merit and shall particularly take into account of:

- quality (aesthetics) of the production of the Video, the performance, the interpretation
- originality and entertainment value
- creativity

EUROPEAN BROADCASTING UNION

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The EBU has sole discretion to decide which Videos will be included in the Online Show and published on its social media platforms.

Terms of Participation

Full terms and conditions are posted on www.eurovision.tv

1. No purchase is necessary and there is no entry fee.

By sending a Video, you accept these Terms of Participation and agree to accept our decisions as final and binding.

If You do not accept these Terms [of Participation, then please do not send your Video](#)

2. **Rights and warranties granted by You:** By sending your Video,

- You understand and agree that the EBU, anyone acting on behalf of the EBU, and the EBU's Members, licensees, successors, and assigns, shall have the right to publish, broadcast, distribute, make available and use in any media (including any social media platform or websites) now known or hereafter developed, in perpetuity and throughout the World, without limitation, your Video, name, portrait, picture, voice, likeness, image, content included in the Video, statements about your Video, and biographical information without any further compensation, notice, review, or consent. For the avoidance of doubt, the EBU shall be entitled to use Your Video on its social media channels, websites and to include it in any audiovisual work it may deem fit as from the moment of its submission to us and without limitation in time. Any use of the Video by the EBU shall not constitute a commitment that your Video will be pre-selected or selected for inclusion in the Online Show.
- You further represent and warrant that all elements included in your Video do not violate any third party's proprietary or intellectual property rights. No copyrighted materials may be used in the Video unless you own the copyright or have a license to use the material for this Video. Written permission must be obtained and provided upon request for all copyrighted materials. If the content of your Video is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless the EBU from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which the EBU or its Members may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.
- You warrant that Your Video shall not include harmful, indecent or vulgar content. We reserve the right to report any inappropriate content and we decline all responsibility for any content which might be considered harmful or otherwise.
- In addition to the above-mentioned Rights granted above, you expressly accept to assign all rights in the Video to the EBU on a worldwide basis for use in all media and supports throughout the world in perpetuity (including but not limited to inclusion in online shows) and agrees to execute any documents necessary to that end).

3. **Personal Data Protection Terms and Conditions**

- The personal data including your name and contact details and any personal data you may communicate to us ("**Personal Data**") by sending us your Video will be recorded, stored or otherwise processed by us for purposes relating to the administration and conduct of this operation and for related advertising, publicity, broadcast, use of your Video as foreseen under these Terms and our other legitimate business purpose ("**Purpose**").

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- In accordance with data protection legislation, we collect personal data you have used to participate and to contact you if necessary in relation to your Video.
- You will only be giving your personal information to us (and, if necessary, to people working on our behalf). Please be informed that your Personal Data may be disclosed to our affiliates, Members, agents service providers and relevant business partners such as public relations agencies and advertising agencies (if any) for the Purpose and as permitted by applicable data privacy laws.
- We might process your personal information outside of the EU. We will keep your personal data only as necessary for using the Video you have sent us.
- In addition, Facebook, Twitter and Instagram will use your personal data in accordance with their own privacy policy when sharing your Video on their platforms.
- You may request for access to or correction of the Personal Data or limit the processing of the Personal Data at any time hereafter by submitting such request to us. You may do so by sending a signed request form with a copy of your ID card, passport or other proof of identity to privacy@ebu.ch or by post to EBU, 17A L'Ancienne-Route, 1218 Le Grand-Saconnex, Geneva, Switzerland.
- Please note that it will be necessary for you to provide all of the Personal Data, without which we will not be able to process the same for the Purpose and consequently not be able to use your Video.

4. **Terms & Conditions:** We reserve the right, in its sole discretion, to cancel, terminate, modify or suspend this Video should virus, bug, non-authorized human intervention, fraud, or other cause beyond our control corrupt or affect the administration, security, fairness, or proper conduct of the operation.

We reserve the right, in its sole discretion, to disqualify (i) anyone it suspects of any kind of cheating, deception, or fraud, even if they enter via a third party, (ii) any individual who tampers or attempts to tamper with the entry process or the operation thereof or (iii) violates these Terms, including any kind of manipulation whatsoever. Any attempt by an entrant to deliberately damage or undermine the legitimate operation of the operation may be a violation of criminal and civil laws. Should such attempt be made, we reserve the right to seek damages to the fullest extent permitted by law. If we do not enforce this provision, it does not mean we have given up the right to do so. The operation is subject to all applicable laws and regulations. It shall be deemed void where prohibited.

5. **Liability:** By sending a Video You agree to

- release and hold us harmless, the EBU, our subsidiaries, affiliates, Members, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) your Video; (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, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process; (v) electronic or human error in the administration or the processing of entries.
- assume all risk involved by sending the Video. You shall assume full liability and responsibility in case of any liability, mishap, injury, damage, claim or accidents (including death) resulting from the recording of your Video. We shall not be responsible for any liability, mishap, loss, damage, claim or accident (including death) in any manner whatsoever.



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- waive all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, and you further waive all rights to have damages multiplied or increased.

6. Modification: We reserve the right to modify these Terms at any time without prior notice. Our decision is final with respect to any aspect of the Video, including without limitation, modifications to these Terms, cancellation of this operation, the criteria of selection of the Videos.

7. Disclaimer: Neither we nor any Members of the EBU nor any of our partners or agent commit to any warranties, express or implied. We disclaim any liability for damage pursuant to your participation in this operation.

You agree to be bound by these Terms and by the decisions of the EBU. Participants shall have no recourse against us, the EBU in case this operation is cancelled. No refund or compensation will be made in the event of the cancellation.

All personal costs and/or any other costs, fees and/or other expenses that are incurred to record the Video are the sole responsibility of all entrants.

Instagram not affiliated with us, the EBU, the Eurovision Song Contest nor this operation. This operation is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, Instagram or any other Social Network.

These Terms of use are submitted to Swiss law.

This operation is organised and promoted by:

The European Broadcasting Union

17A L'Ancienne-Route

1218 Le Grand Saconnex

Switzerland