



SNAPSHOT: EUROPE!

AER Photo Competition
(from 22 May to 15 August 2009)

COMPETITION RULES

- 1.1 To qualify to enter the competition, you must be resident in one of the more than 270 AER members regions or a citizen of wider Europe and be between 18 and 30 years of age.
- 1.2 By entering the Competition you hereby accept these competition rules.
- 1.3 Entries must be submitted between 22 May and 15 August 2009.
- 1.4 The competition is only open to amateur photographers. Professional photographers and anyone else working in the field of photography will be automatically excluded from the competition.
- 1.5 Staff working at AER are not permitted to take part in this competition.
- 1.6 By entering the Competition, you agree and acknowledge that the Assembly of European Regions is permitted to receive your registration data. All personal information will be used by AER in accordance with its Privacy Policy - **Regulation (EC) 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data.**
 - The controller will be the Assembly of European Regions, 6 Rue Oberlin, 67000 Strasbourg, France.
 - Participants agree that personal data including, but not limited to, name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used for the purposes of conducting and administering the Photo competition.
 - The time-limit for storing the data is fixed at 1 year.
 - Participants have the right to access, review, rectify or cancel any personal data held by AER, by sending an email to the following address: j.hejman@aer.eu

2.1 To enter the competition, you must upload photos via the following website: www.picasaweb.de (link is on the website), fill in the application form and send it to j.hejman@aer.eu. Alternatively, you can send your photos (on a CD-rom) and your application form by mail to:

Assembly of European Regions
c/o Justyna Hejman
6 Rue Oberlin
67000 Strasbourg
France

2.2 Please indicate any technical problem in the uploading process to the following email address: j.hejman@aer.eu

3.1 Entries will be assessed by the jury selected by the AER secretariat and made up of AER members as well as professionals working in the field of photography.

3.2 Once the competition is closed, the AER secretariat may organize a pre-judging procedure to assess whether entries comply with the topic set for the competition.

3.3 The winners will be selected and their names announced within four weeks of the competition closing. Winners will be notified by email and telephone. Should a winner not respond within two weeks of being sent the first such email, his/her prize will be awarded to another candidate.

3.4 The decision of AER is final and not subject to appeal.

4.1 The Assembly of European Regions reserves the right, in its sole discretion, to disqualify and remove any photograph that does not comply with the following requirements, even after the photograph is submitted on the Website. You warrant, in respect of the photograph submitted by you, as follows:

4.1.1 You are the sole owner and author of the submitted photos.

4.1.2 You have the right to make your photos available to the competition.

4.1.3 The photograph does not contain any infringing, threatening, false, misleading, abusive, harassing, libellous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic or profane content.

4.1.4 The photos do not contain any material that could constitute or encourage conduct which would be considered a criminal offence, give rise to civil liability, or otherwise violate any law.

4.1.5 The photos do not infringe upon the copyrights, trademarks, contract rights, or any other intellectual property rights of any third person or entity, or violate any person's rights of privacy or publicity, and your photograph does not include:

4.1.5.1 trademarks owned by third parties.

4.1.5.2 copyrighted materials owned by third parties.

4.1.5.3 names, likenesses or other characteristics identifying celebrities or other public figures, living or dead.



4.1.5.4 Entries in which you have purchased or secured the rights to use stock images.

4.2 You agree to fully indemnify the Assembly of European Regions in respect of all royalties, fees and any other monies owing to any person by reason of your breaching any of the foregoing.

4.3 You confirm that each person depicted in the photograph has granted permission to be portrayed as shown. Any costumes, props or other materials used must be rented or borrowed with the permission of the owner, and all other relevant permissions must have been obtained.

5.1 The Assembly of European Regions recognizes you retain full ownership of the copyright of the photos.

5.2 All entrants understand that the photos submitted to the competition may be used by AER, in any of its events. You hereby grant AER with a right to use the photos in the framework of its activities and for future promotional materials.

6. Any photo used by AER shall carry a credit line. Any failure to provide such credit line shall not be deemed to be a breach, as long as AER uses its reasonable endeavours to rectify such failure within a reasonable period from the date of notice of such failure.

7. You acknowledge that it is your responsibility for protecting any photo against image misuse by any third party, for example, but not limited to, the insertion of a watermark. AER and its event partners assume no responsibility and are not liable for any image misuse.

8. The Assembly of European Regions assumes no responsibility for any incorrect, inaccurate or incomplete information, whether caused by website users or by any of the equipment or programming associated with or utilised in the Competition, and AER assumes no responsibility for technical, hardware or software failure of any kind, for lost network connections, garbled computer transmissions, other problems or technical malfunctions with regard to the Competition. AER assumes no responsibility for any error, omission, corruption, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of entries. AER is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, computer equipment, software, failure of any e-mail addressed to AER on account of technical problems, human error or traffic congestion on the internet or any website, or any combination thereof, including any injury or damage to your or any other person's computer related to or resulting from participation or downloading any materials in the Competition. If for any reason a contestant's photograph cannot be viewed or is not capable of running as planned, including infection by computer viruses, bugs, tampering, unauthorized intervention, fraud or technical failures, AER assumes no responsibility.

9. In no event will AER, its members, event partners or its officers, directors, employees, be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential, special or punitive damages arising out of any contestant's access to and use of the Website and participation to the contest. Without limiting the generality of the foregoing, everything on the Website is provided "as is", without warranty of any kind, either express or implied, including but not limited to, the implied

warranties of merchantability, fitness for purpose or use or non-infringement.

10. You agree to participate in related publicity and to the use of your name and likeness for the purposes of advertising, promotion and publicity without additional compensation.
11. All entrants must be able to supply a high resolution image suitable for printing in media. All images must be in JPEG format (up to a maximum of 5 MB).
12. There are no cash alternatives available for prize-winners.
13. Winners' names will be published online.

