

## CONCOURS SUR L'EUROPE - OFFICIAL RULES

1. **DESCRIPTION OF THE CONTEST:** The 'Concours sur l'Europe' Contest (the "Contest") is an *essay competition* to celebrate France's European Union presidency, taking place from July – December 2008. The Contest is sponsored by The Cultural Services of the French Embassy, the French-American Foundation, the French-American Chamber of Commerce and the French Institute: Alliance Française (the "Sponsors") based in New York, USA.

2. **BINDING AGREEMENT:** In order to enter the Contest, you must agree to these Official Rules ("Rules"). Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an Entry in the Contest constitutes agreement to these Rules. You may not submit an entry to the Contest and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and the Sponsors with respect to the Contest.

3. **ELIGIBILITY:** This Contest is created for Tri-State (New York, New Jersey, Connecticut) area students. All students of private and public schools, in grades 9 - 12 are eligible to participate.

4. **CONTEST PERIOD:** The Contest begins at 12:00:00 A.M. Eastern Time (ET) Zone in the United States on August 15, 2008 and ends at 11:59:59 P.M. ET on November 3, 2008 ("Contest Period").

### 5. SUBMISSION OF ENTRIES:

a. Submitting an Entry: In order to submit an Entry to the Contest, Participants must visit the Main Contest Webpage at <http://www.teacheurope.org/application/application.html>. Students have to fill out the Application form with their essay, their name, phone number, email, grade, school information (address, phone, and Principal's name) and to accept the participant agreement. Students can find Resources which can help them to write their essay. Submissions will be reviewed for originality and creativity by a panel of teachers and members of the organizing institutions.

b. Language: All Entries must be in English or French.

c. Students are not allowed to submit more than one entry.

d. Students must work individually.

6. **JUDGING:** Each Entry will be judged by correctors selected by the Sponsors. The correctors will judge each Entry according to the following equally weighted factors: (1) Creativity, and (2) Originality. The correctors will select a total of 50 semi-finalist entries who will then be submitted to and judged by a panel of representatives of the organizations (the "Judges") who sponsor the Contest. The Judges will decide the winners.

In the event a potential Grand Prize Winner is disqualified for any reason, the eligible Participant with the next highest total score in the pool of Participants who have submitted completed Entries will be chosen as the Grand Prize Winner. In the event that no Completed Entries are received, no prize will be awarded. Determinations of Judges are final and binding. Winners will be notified by email and a list of winners will be posted on the Contest Page on or before November 15, 2008 for a period of at least 60 days.

**7. PRIZES FOR COMPLETED ENTRIES:** The Judges will award prizes to 50 winners. Winners in the first, second and third place will win one-week trip to France valued at 5,000 euros. Winners in fourth, fifth, sixth, seventh, eighth, ninth, tenth place will receive one-week trip to France valued at 2,000 euros each. The remaining 40 will receive a gifts bag of French products. All 50 winners will received the ‘Concours sur l’Europe 2008’ certificate. All 50 winners must be present at the Award Ceremony to receive their prize. Winners and teachers will be notified immediately after they have been selected. All results will be announced on the education pages of Teacheurope.org on or before November 15, 2008. The contest winners, their families (2 persons maximum) and their school teacher will be invited to the award ceremony which will take place in New York City between December 1 and December 15, before the end of the French Presidency.

**8. GENERAL CONDITIONS:** Prizes are awarded without any warranty of any kind from the Sponsors, express or implied, without limitation, . Submission of an Entry in this Contest constitutes agreement by the Participant to the terms and conditions of these Rules. Decisions of the Sponsors and the Judges are final and binding on all matters pertaining to this Contest. Return of any prize/prize notification may result in disqualification and selection of an alternate winner. Any potential winner who cannot be contacted by email or phone provided on their application within 15 days of attempted first notification will forfeit his/her prize. The Sponsors reserve the right to disqualify any Participant from the Contest if, in their sole discretion, they believe that the Participant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other Participants, Sponsors or the Judges. Please allow six (6) weeks from the Contest closing date for winners to be selected and prizes to be awarded.

**9. INTELLECTUAL PROPERTY RIGHTS:** As between Sponsors and Participant, the Participant retains ownership of all intellectual and industrial property rights (including moral rights) in and to the Entry that Participant had before submitting the Entry. As a condition of entry and in consideration of being considered for a prize in the Contest , Participant grants the Sponsors a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, and publicly display any Entry that Participant submits to this Contest (1) for the purposes of allowing the Sponsors and the Judges to test and evaluate the Entry for purposes of the Contest, and (2) in connection with advertising and promotion via communication to the public or other groups, including, but not limited to the right to make screenshots, animations and video clips available for promotional purposes.

**10. PRIVACY:** Participants agree that personal data including, but not limited to, name, phone number, and email address may be collected, processed, stored and otherwise used for the purposes of conducting and administering the Contest. Participant agree that this data may be transferred into the United States.

Further, this data may also be used by the Sponsors to verify a Participant's identity, telephone number in the event a Participant qualifies for any applicable prize as well as to deliver the applicable prize(s). Participants have the right to access, review, rectify or cancel any personal data held by the Sponsors in connection with the Contest by writing to the Sponsors at this address (Attention: Fabrice Jaumont, Concours sur l'Europe, Cultural Services of the French Embassy, 972 Fifth Avenue, New York 10075, NY). If a Participant does not provide the required data when requested by the Sponsors for the purposes of this Contest, that Participant's Entries will be ineligible for any prizes. All information provided will be maintained in accordance with U.S Privacy law.

By accepting a prize, Participant agrees to the Sponsors and their agencies use of Participant's name and/or likeness and Entry for advertising and promotional purposes without additional compensation, unless prohibited by law.

**11. WARRANTY AND INDEMNITY:** Participants warrant that their Entries are original and that they are the sole and exclusive owner and rights holder of the submitted Entries and that they have the right to submit the Entries in the Contest and grant all required licenses. Each Participant agrees not to submit any Entry that (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligations; or (2) otherwise violates applicable U.S. law.

To the fullest extent permitted by law, each Participant agrees to indemnify the Sponsors at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Participant and/or a breach of any warranty set forth herein. Without limiting the generality of the foregoing and to the fullest extent permitted by law, each Participant agrees to defend, indemnify and hold harmless Sponsors, their affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any material uploaded or otherwise provided by the Participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the Participant in connection with the Contest; (c) any non-compliance by the Participant with these Official Rules; and (d) claims brought by persons or entities other than the parties to these Official Rules arising from or related to the Participants involvement with the Contest.

To the fullest extent permitted by law, Participant agrees to hold the Sponsors, their respective directors, officers, employees and assigns harmless from and against any injury or damage caused or claimed to be caused by participation in the context and/or use or acceptance of any prize, except to the extent that any death or personal injury is caused by the negligence of the Sponsors.

**12. ELIMINATION:** Any false information provided within the context of the Contest by any Participant concerning identity, telephone number, email address, ownership of right or non-compliance with these Official Rules or the like may result in the immediate elimination of the Participant from the Contest. The Sponsors further reserve the right to disqualify any Entry that they believe in their sole and

unfettered discretion infringe upon or violate the rights of any third party, otherwise does not comply with these Official Rules, or violates U.S. law.

13. **INTERNET:** The Sponsors are not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission. The Sponsors are not responsible for theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. The Sponsors are not responsible for inaccurate transmissions of or failure to receive entry information by the Sponsors on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, the Sponsors reserve the right at their sole discretion to cancel, terminate, modify or suspend the Contest. The Sponsors further reserve the right to disqualify any Participant who tampers with the submission process or any other part of the Contest. Any attempt by a Participant to deliberately damage any Web site or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsors reserve the right to seek damages from any such Participant to the fullest extent of the applicable law.