

## EBU 70th Anniversary – Eurovision Anthem Contest

### The Contest

To mark the occasion of the European Broadcasting Union's 70th anniversary (12 February 2020), the European Broadcasting Union (who we'll refer to as "EBU", "us", "we" and "our" in these terms and conditions) is organizing a contest on Instagram to show off the creativity and diversity of the public audiences that EBU Members serve (the **Contest**).

By participating in the Contest, the participants are deemed to have read, understood and agreed to the Terms and Conditions attached herein prior to entering this Contest.

### How to Enter?

Record your own performance (instrumental and/or vocal) of the music of the **Te Deum** composed by **Marc-Antoine Charpentier in the 17<sup>th</sup> century** (The **Eurovision Anthem**) in the form of a digital video (60 seconds or less) in any style you wish – e.g. classical, jazz, rock and pop, electronic, hip hop, etc. (the **Video**). You can watch and listen to the **Eurovision Anthem** at <https://www.ebu.ch/70years>.

and

share your Video on your Instagram account, then **tag your video with @ebu\_hq and the hashtag #EBU70contest** within the Submission Period.

Participants in this Contest must set their personal Instagram account to "Public" to enable the EBU to view Contest submissions.

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

### Who Can Enter?

To be eligible to participate in this Contest, entrants must be at least 18 years of age as of the date of submission of the Video and have an Instagram account.

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 from both winners.

### When?

**Submission Period:** 12 February 2020 (12:00 CET) and 1 April 2020 (17:00 CET)

**Pre-selection and judging process period:** 1 April 2020 until 10 April 2020

**Winner contacted:** between 10 and 17 April 2020

**Prize winner's announcement:** By end of April 2020

The EBU reserves the right to amend the dates above and these Rules at any time. All Videos received outside the Submission Period will not be entered into the Contest selection.

## Video Criteria

- **Submission Period:** Only Videos posted with the tags @ebu\_hq and #EBU70contest on Instagram between 12 February 2020 (12:00 CET) and 1 April 2020 (17:00 CET) (the Submission Period) and which remain visible to the public Instagram on and after the cut off date (1 April 2020) will be eligible to participate in the Contest and will be considered in the Selection Process.
- **Format:** audiovisual recording of the performance of the music of the Eurovision Anthem recorded in good digital quality;
- **Duration:** 60 seconds maximum
- **Performance:** instrumental and/or vocal,
- **Style:** any style you wish, classical, jazz, rock and pop, electronic, hip hop and so on.
- **Format of recording:** digital
- **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 winner

### Timeline: Between 1 April 2020 and 10 April 2020

**Pre-selection:** The EBU Communications team will make a pre-selection of the Videos on the basis of artistic and editorial merit and shall particularly take into account:

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

**Selection:** Then a jury composed of EBU Staff will select the winning entry out of the Pre-selected Videos on a consensus basis considering the following criteria

- universality - how well the Video speaks to and is inclusive of a wide audience
- diversity - how well the Video celebrates the unique cultural differences of public audiences

The jury's decision is final and no appeal shall be possible. Only the winner shall be contacted and announced publicly.

## The Winner

### Timeline: between 10 and 17 April 2020

Only the winner will be notified **between 10 and 17 April 2020** via Instagram Direct Messaging from @ebu\_hq and no other correspondence will be entered into.

### Acceptance and Collection of the Prize

The winner must, within 48 hours of being notified as the winner, confirm to us by a return Instagram message that s/he wishes to accept the prize and accepts the use and possible inclusion of his/her Video in one of the Semi-Finals of the 2020 ESC as further described below.

The EBU reserves the right to change the winner of the Contest if the winner does not respond within 48 hours after notification or if the winner cannot be reached via Instagram Direct Messaging.

## The Prize

- **Tickets:** An invitation for 2 people to the Grand Final of the 2020 Eurovision Song Contest in Rotterdam on 16 May 2020;

Delivery of the tickets is not included in the Prize; the winner is invited to collect the Prize at the venue in Rotterdam or at the selected hotel (exact details to be communicated in due time). The tickets must be picked up by noon local time on the day of the Final.

- **Travel:** Reimbursement of travel costs to Amsterdam for an amount up to CHF 800 in total to the winner (upon presentation of justification);
- **Hotel:** 1 hotel room accommodation for 2 persons on the night of the Grand Final (night of the 16<sup>th</sup> of May). The address of the hotel booked will be notified to the winner in due time.

The Winner will be asked to provide official ID papers to be able to collect the Prize

The accompanying person of the winner must be at least eighteen years of age and the age of majority in his country unless the winner is such Guest's parent or legal guardian.

The specifics of the Prize shall be solely determined by the EBU and the EBU reserves the right to substitute the Prize (or parts of it) mentioned above by another one.

The Prize may not be claimed by a third party on the winner's behalf. We do not accept any responsibility if a winner is not able to take up part or all of the Prize.

The prize is non-transferable. The winner shall not be allowed to transfer or sell part or all of the Prize. Any and all prize-related expenses, including without limitation any and all taxes, shall be the sole responsibility of Winner. No substitution of the Prize or transfer/assignment of the Prize to others or request for the cash equivalent by the Winner is permitted. Acceptance of the Prize constitutes permission for the EBU to use Winner's name, likeness and the Video as further detailed below.

## Prize winner's announcement

### Timeline: By end April 2020

Once the winner has been confirmed, the EBU will issue a public statement about the winner on EBU websites and social media outlets.

## The rules of the Contest

Full Contest rules/terms and conditions are posted on the EBU 70th anniversary web page, <https://www.ebu.ch/70years>.

1. No purchase is necessary to participate in this Contest and there is no entry fee.
2. **Agreement to Rules:** By posting a Video of your performance of the Eurovision Anthem with the tags [@ebu\\_hq](#) and [#EBU70contest](#), the entrant ("You") accept that your Video will be part of the Contest and you irrevocably agree to be fully and unconditionally bound by these Rules, and You represent and warrant that You and Your Video meet the eligibility requirements and that you shall grant the authorizations and rights detailed hereunder in relation to your Video.

In addition, You agree to accept the decisions of the EBU as final and binding as it relates to this Contest once You have posted a Video with [@ebu\\_hq](#) and [#EBU70contest](#).

If You do not accept these Rules, then please do not Tag your video with [@ebu\\_hq](#) and [#EBU70contest](#).

3. **Rights and warranties granted by You:** By posting Your Video with the tags [@ebu\\_hq](#) and [#EBU70contest](#),
  - 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 the Contest, 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 in the manner described above as from the moment of its submission as part of the Contest and without limitation in time and shall not prejudge the outcome of the Contest. Any use of the Video by the EBU shall not constitute a commitment that your Video will be pre-selected or selected for the outcome of the Contest.
  - You further represent and warrant that save for the music of the "Eurovision Anthem", 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 Contest. Written permission must be obtained and provided upon request for all copyrighted materials. If your Video infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of the EBU. 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, the Winner will provide an audiovisual file of the Video to the EBU and he/she shall 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 one of the semi-finals of the 2020 Eurovision Song Contest and agrees to execute any documents necessary to that end).

#### 4. Personal Data Protection Terms and Conditions

- This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram. You are providing your information to the EBU and not to Instagram.
- Your personal data including your name and contact details ("**Personal Data**") which you have provided to us as part of your participation in this Contest will be recorded, stored or otherwise processed by us for purposes relating to the administration and conduct of the Contest and for related advertising, publicity, broadcast, use of your video as foreseen under these Rules and our other legitimate business purpose ("**Purpose**").
- In accordance with data protection legislation, we collect personal data you have used to participate in the Contest and to contact and notify the winner only. For the winner(s), we will check your identity in order to deliver the tickets and the hotel room and for proceeding to the reimbursement of the travel costs as agreed hereunder. No data will be passed on or sold to third parties save for enabling the EBU to run the Contest and to remit the Prize to the Winner.
- 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, 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 Videos you have posted as part of the Contest. We will use the personal data of the winner for the purposes of permitting the Winner to benefit from the Prize.
- In addition, Facebook, Twitter and Instagram will use your personal data in accordance with their own privacy policy when sharing your Videos 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](mailto: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 include your Video in the Contest and possibly remit the Prize to the winner.

**5. Terms & Conditions:** The EBU reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond the EBU's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, the EBU may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the EBU.

The EBU reserves 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 of the Contest or (iii) violates these Rules, including any kind of manipulation whatsoever. Any attempt by an entrant to deliberately damage or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such attempt be made, the EBU reserves the right to seek damages to the fullest extent permitted by law. If the EBU does not enforce this provision, it does not mean we have given up the right to do so. The Contest is subject to all applicable laws and regulations. It shall be deemed void where prohibited.

Videos which do not comply with the above requirements shall not be entered in the Contest.

**6. Liability:** By entering and as a condition for participating You agree to

- release and hold harmless the EBU and its subsidiaries, affiliates, its 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) 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, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.
- assume all risk involved by participating in this Contest. Winners shall assume full liability and responsibility in case of any liability, mishap, injury, damage, claim or accidents (including death) resulting from their participation in this Contest, redemption and/or utilization of the prizes. The EBU shall not be responsible for any liability, mishap, loss, damage, claim or accident (including death) in any manner whatsoever.
- waive all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, and further waive all rights to have damages multiplied or increased.

**7. Modification:** The EBU reserves the right to modify these Rules and the Prize awarded at any time without prior notice. The EBU's decision is final with respect to any aspect of the Contest, including without limitation, modifications to these Rules, cancellation of the Contest, the method of pre-selection and of selection as well as the determination of the Winner(s).

**8. Disclaimer:** The EBU or its Members do not make any warranties, express or implied, as to the condition, fitness or merchantability of the prizes. The EBU disclaims any liability for damage pursuant to participation in this Contest.

Contestants agree to be bound by these official Contest rules and decisions of the jury. Winners shall have no recourse against the EBU and/or NPO in case this Contest, the Semi Finals or the Final are cancelled. No refund or compensation will be made in the event of the cancellation.

All recording, transportation, accommodation, personal costs and/or any other costs, fees and/or other expenses that are incurred to participate in this Contest and to redeem the prize is the sole responsibility of all entrants.

All transportation and accommodation (with the exception of the travel costs which shall be reimbursed up to a maximum amount of CHF 800 upon presentation of written justification and the costs of the hotel room for the night of 16 May 2020 which shall be borne by the EBU), insurance coverage, personal costs and/or any other costs, fees and/or other expenses that are incurred by the winner and his/her companion in Rotterdam is the sole responsibility of the winner and of his/her companion.

Instagram Inc., and [www.instagram.com](http://www.instagram.com) (collectively "Instagram") are not affiliated with the EBU, the Eurovision Song Contest nor this Contest. This Contest is in no way sponsored, endorsed, or administered by or associated with Instagram.

These Contest rules are submitted to Swiss law.

This Contest is organised and promoted by:

[The European Broadcasting Union](#)

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