

General Terms of Use and Privacy Policy for the EBU/Eurovision websites

The European Broadcasting Union, an association duly established under Swiss law, located at L'Ancienne-Route 17A, 1218 Grand-Saconnex (Geneva) Switzerland (hereafter the "**EBU/Eurovision**") owns and operates various websites such as ebu.ch (referred hereafter to as the "**EBU Website**") as well as, but, the following list not being exhaustive, eurovision.net, eurovision.tv, eurovisionsports.tv, eurovisionshowcase.com, tech.ebu.ch (collectively referred hereafter to the "**Related Websites**"). The EBU Website and the Related Websites are collectively referred hereafter to as the "**Websites**".

The use of the Websites is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on the Websites by the EBU/Eurovision.

1. General

1.1 By using the Websites, you agree to be legally bound by these Terms of Use, which take effect immediately following your first use of the Websites.

1.2 These Terms of Use shall apply to any and all users of the Websites. The use of the Related Websites may be subject to specific/additional terms of use in relation thereto. When using such Related Websites, you agree to be bound by the relevant terms in force applicable thereto that are specifically made available on the Related Website in question. In the absence of any terms of use for a given Related Website, the present Terms of Use shall apply. In case of inconsistency between provisions of the present Terms of Use and of specific Terms of Use applicable to a Related Website, the provisions of the specific Terms of Use corresponding to the Related Website in question shall be applicable to the exclusion of the provisions of the present Terms of Use.

1.3 If you do not agree to be legally bound by all the following Terms of Use and/or by the relevant specific Terms applicable to the Related Websites, please do not access and/or use the Websites.

2. Intellectual property

2.1 The names, images, icons and logos identifying the EBU/Eurovision, its Members or third parties and their products and services are subject to copyright, design rights and trademarks of the EBU/Eurovision, its Members and/or third parties.

2.2 Nothing contained in these Terms of Use shall be construed as conferring by implication or otherwise any right to use any trademark, design right or copyright of the EBU/Eurovision, its Members or any other third party.

3. Use of the Websites

3.1 You affirm that you are either more than 18 years of age, and are fully able and competent to accept the conditions set forth in the present Terms of Use.

3.2 You agree to use the Websites only for lawful purposes, and in a way that does not infringe other persons' rights or limit or hinder anyone else's use and enjoyment of the Websites. Prohibited behaviour includes causing inconvenience to

any person by transmitting obscene or offensive content or disrupting the normal flow of dialogue within the Websites.

3.3 You agree not to collect any personal identifiable information, including account names, from the Websites, or to use any communication system possibly provided by the Websites for any commercial solicitation purposes, unless specific terms applicable to a Related Website allow you expressly to do so.

4. Restricted Areas of the Websites

4.1 Some areas of some of the Websites are accessible only through creation of an Account. In general, criteria of eligibility for creating a specific account are communicated in the relevant parts of the Websites.

4.2 Access to the EBU Community is allowed through registration only via the EBU Website. Accounts for the EBU Community may be obtained and used only by: (i) employees of the EBU/Eurovision or its subsidiaries or offices; (ii) permanent employees of EBU Members or (iii) individuals having received a specific invitation to be part of the EBU Community.

4.3 By registering to become a registered user and creating (an) Account(s), as a general rule, you represent and warrant that:

- (i) you are eligible for the account you are applying registration for, as per the applicable Terms; and
- (ii) the information you include as part of the registration process is accurate and not misleading.
- (iii) you agree to provide true, accurate, current and complete information about yourself as may be required ("**Registration Data**"); and to maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

4.4 You will be allocated a login and a password to access your Account. You are responsible for maintaining the confidentiality of the login and password and are fully responsible for all activities that occur under your Account. You agree to: (i) immediately notify the EBU of any unauthorised use of your login and password and any other breach of security; and (ii) ensure that you exit from your Account at the end of each session. The EBU/Eurovision will not be liable for any loss or damage arising out from any activity arising on your Account.

4.5 The EBU/Eurovision has the right to suspend, terminate or refuse you access to your Account(s) and/or to refuse access to any and all current or future use of any of the Websites (or any section thereof).

5. Content

EBU/Eurovision Content

5.1 All EBU/Eurovision Content, including audiovisual or audio feeds, are owned by, or licensed to, the EBU/Eurovision. The EBU/Eurovision Content may not be used, copied, reproduced, distributed, published, transmitted, broadcast, downloaded, stored in any medium, made available to the public, adapted or changed in any way, or otherwise used for any other purposes than access and usage on the Websites.

5.2 For that sole and exclusive purpose, the EBU/Eurovision grants you a limited, revocable, non-exclusive licence to access and use the Websites in accordance with these Terms of Use. You agree not to adapt, alter or create a derivative work from any EBU/Eurovision Content except for your own personal, non-commercial use. Any other use of EBU Content requires the prior written permission of the EBU or of the relevant rights holders.

5.3 Upon prior written request to and written permission from the EBU/Eurovision, the use of certain EBU/Eurovision Content may be allowed for journalistic purposes.

User generated content/Contributions

5.4 By submitting any contribution of any kind, including any media content, information, text, pictures, graphics, photographs, audio or video or other materials (the "**Contributions**") on the parts of the Websites dedicated to that end, you agree, except if you submit a Contribution on a Related Website whose specific Terms applicable thereto explicitly provides otherwise, to grant the EBU/Eurovision a worldwide, perpetual, royalty-free, non-exclusive, transferable, sub-licensable and irrevocable right and licence to use, reproduce, modify, edit, cut, alter, adapt, translate, dub and/or subtitle, comment in any language, create any derivative work, publish, distribute, broadcast, make available to the public, transmit, store, perform, show or play in public, and exercise all copyright and publicity rights with respect to your Contribution, in all or in part, and/or to incorporate part or all of your Contribution (including an adaptation and/or a derivation thereof) in any other work (including any audiovisual programme) into any media, platform or support (now known or later developed) for the full term of any rights that may exist in your Contribution.

5.5 General requirements for your Contribution(s):

- Contributions must be relevant, decent, in good taste, constructive and courteous;
- Except if explicitly provided otherwise, advertising, sponsorship and other commercial messages are not allowed;
- No unlawful or objectionable content: defamatory, abusive, vulgar, harmful, obscene, profane, sexually-oriented, racially offensive or otherwise objectionable material or language is not acceptable;
- No deliberate abuse: for example, the submission of the same or very similar Contributions many times is not allowed. If you use multiple log-ins for the purpose of disrupting any service of any of the Websites or annoying other users' action may be taken against your accounts.

5.6 By submitting a Contribution, you warrant that:

- Your Contribution is your own original work and does not infringe any law, or that you have the express consent, release and/or permission of each and every possible rightholder and/or identifiable individual person in the Contribution to make your Contribution available to the EBU/Eurovision, including, if applicable, the name or likeness of each and every such identifiable person and to enable the incorporation and use of your Contribution(s) in the manner contemplated in the relevant Websites and their applicable Terms of Use;
- You warrant that when using the Contributions in the manner contemplated in the relevant Website, no payment will need to be made to and/or by any entity whatsoever, except if specifically provided for;

- You waive any moral rights in your Contribution for the purposes of its submission to and publication on any section of the Websites and for its incorporation into any work, and more generally, for all the purposes specified above;
- You shall indemnify, defend and hold harmless the EBU/Eurovision, its Members or any authorised entity against any loss, liability, claim, demand, damage, or expense (including all legal fees and any other expenses) that may be incurred by the EBU/Eurovision, its Members or any authorised entity as a result of your breach of the above general requirements and/or warranty. Notwithstanding the foregoing indemnity obligation for which you shall remain fully responsible, the EBU/Eurovision reserves the right to assume the exclusive defence and takeover of any matter.

5.7 If you do not want to grant the EBU/Eurovision the rights set out above and/or if you are not able to provide the EBU/Eurovision with the above-mentioned warranties, do not submit your Contribution to the Websites.

6. Disclaimers

6.1 The EBU/Eurovision shall not be liable for any damages, including indirect or consequential damages, or any damages arising from use or loss of use, data or profits, whether in contract, negligence or other action, arising from or in connection with your use of the Websites.

6.2 The Websites, including the EBU/Eurovision Content and all information, names, images, pictures, logos and icons regarding or relating to the EBU/Eurovision, the products and/or services (or third party products and services), are provided to you "AS IS" for your information and personal use only without any representations or any kind of warranty (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility and security. The EBU/Eurovision tries to ensure that the Websites are as up to date as possible, but the EBU cannot give a guarantee of the accuracy and currency of information provided thereon. The EBU/Eurovision makes no representation that material on the Websites is appropriate or available for use in jurisdictions other than Switzerland. Those users who choose to access the Websites from other locations do so at their own risk and are responsible for compliance with local laws and regulations.

6.3 The EBU/Eurovision does not warrant that the functions of the Websites will be uninterrupted or free of error, that defects will be corrected, or that the EBU/Eurovision or the servers that makes them available are free of viruses or bugs.

6.4 No implied endorsement: Views of individual users or contributors expressed on the Websites (including those of registered users) do not necessarily represent the opinion of the EBU/Eurovision or of the EBU Members. The EBU/Eurovision or the EBU Members shall have no responsibility in that respect.

6.5 Links to other websites may have been included to make the Websites. However, the EBU/Eurovision is not involved in their production and is not responsible for the content or accuracy of information on these linked websites.

7. Privacy Policy

7.1 Personal data collected by the EBU/Eurovision shall be treated in accordance with the Swiss Federal Law on data protection of 19 June 1992.

7.2 The EBU/Eurovision reserves the right to collect, process and analyse the personal data for research and statistical purposes (number and frequency of visits to the Website, number of visitors, users'/contributors profiles, pages visited, etc.) and to publish or disseminate such data vis-à-vis third parties in a form which does not allow the persons concerned to be identified.

7.3 Personal data (such as your e-mail address) communicated by you shall be kept confidential. However, the EBU/Eurovision reserves the right to publish your name in relation to your Contribution (if the EBU/Eurovision so decides) and may contact you for a number of purposes related to the sections of the Websites which you use. Your personal data shall not be forwarded to third parties unless you give your express authorization or unless disclosure of such information is necessary to identify, investigate or engage in legal proceedings against any person who infringes the rights of the EBU/Eurovision or other persons, and particularly if required to do so by law, or if you use the Websites to disseminate illegal matter.

7.4 Through appropriate technical and organizational procedures the EBU/Eurovision shall ensure that your personal data are protected against any non-authorized processing. In particular, the EBU/Eurovision shall make its best efforts to protect such data against the risk of accidental or unauthorized destruction, accidental loss, technical errors, falsification, theft or illegal use, modification, copying, and unauthorized access or other processing.

7.5 The EBU/Eurovision shall, moreover, make its best efforts to take all necessary measures to ensure the confidentiality of data communicated via the Internet. You hereby recognise, however, that it is not possible to guarantee absolute security in the transfer of data via the Internet. Consequently, personal data are communicated to the EBU/Eurovision under your full and sole responsibility. The EBU/Eurovision cannot be held responsible for any incident which may occur during the transmission of the data by you, such as loss of data or piracy of the communication by a third party.

7.6 For services proposed by a third party, via a link available on the Websites, the third party is solely responsible for collecting and processing personal data communicated by you. The EBU/Eurovision shall neither collect nor preserve the data thereby provided by you.

7.7 You have the right to ask for the details of your personal data to be corrected or deleted, by submitting to the EBU/Eurovision a signed and dated request by post, together with a copy of official proof of identity.

8. Final clauses

8.1 The EBU/Eurovision may change these Terms of Use at any time by posting changes on-line. Please review these Terms of Use regularly to ensure that you are aware of any such changes made by the EBU/Eurovision. Your continued use of the Websites after changes have been posted on the Websites implies that you agree to be legally bound by these terms as updated or amended.

8.2 If any provision of these Terms of Use are determined to be illegal, invalid or otherwise unenforceable, you agree that the intention, as reflected in the provision in

question shall be given full effect to the fullest extent practicable; the remaining Terms of Use shall remain in full force and effect.

8.3 The EBU/Eurovision may, in its sole discretion and without being held liable towards you, with or without cause or prior notice, at any time: (i) terminate your access to any of the Websites in whole or in part, (ii) deactivate, delete or take action against any account you may hold including any and all related information, files or Contributions in such accounts or (iii) refuse or to delete any Contribution.

8.4 These Terms of Use (including our Privacy Policy and other notices posted on the Websites) have been drawn up in English. Although translations into other languages of any of such texts may be available, you agree that in the event of any conflict between the English version and any other translations, the English version shall prevail.

8.5 All terms shall be governed by, and interpreted in accordance with, Swiss law. The courts of the Canton of Geneva, Switzerland shall have exclusive jurisdiction.

Last update: 11 December 2014