

## Terms and conditions for entering the European Press Prize and European Cartoon Award

I declare that,

- 1. I have read, understood and accepted the entry rules of the <u>European Press Prize</u> and the <u>European Cartoon Award</u> and by submitting one or more articles and/or cartoons I agree to comply with the rules, the timetable and procedures set out by the European Press Prize/European Cartoon Award every year and I acknowledge to be bound by this declaration;
- 2. I hereby guarantee that I am the sole copyright holder of the article(s)/cartoon(s), or guarantee that I have been fully authorized by the (other) copyright holder(s) of the submitted article(s)/cartoon(s) to:
  - i. submit the article(s)/cartoon(s) to the European Press Prize/European Cartoon Award; and
  - ii. to agree to and accept these terms and conditions and the contest rules as stated In clause 1 of these terms and conditions on the (other) copyright holder(s)'s behalf;
- 3. Insofar I am not the (sole) copyright owner of the article(s)/cartoon(s) submitted, I acknowledge and accept full responsibility for obtaining, prior to submission of the article(s)/cartoon(s), any and all releases and/or (written) consents necessary to submit the application to the European Press Prize and/or the European Cartoon Award, the grant of the license and/or the use of the article(s)/cartoon(s) by the European Press Prize as stipulated in these terms and conditions:
- 4. I understand that the author(s) of the submitted article(s)/cartoon(s) shall retain any and all copyrights vested in the work;
- 5. I guarantee the submitted article(s)/cartoon(s) do not infringe upon third party's rights including but not limited to copyright, moral rights, any other intellectual property rights and/or other title and interest and that no third party can object to the use of the submitted article(s)/cartoon(s) by the European Press Prize/European Cartoon Award as stipulated in these terms and conditions;
- 6. I hereby grant an irrevocable, perpetual, worldwide non-exclusive license to the European Press Prize to:
  - (re)publish, distribute, or otherwise make available, reproduce, adapt, translate, summarise, display, store, archive and/or create derivative works of the submitted article(s)/cartoon(s) (along with a name credit) in connection with the European Press Prize/European Cartoon Award; and
  - ii. exhibit the cartoon(s) in Europe;
  - iii. promote the under (i) and (ii) mentioned disclosures in any and all media now or hereafter known including but not limited to print, digital, online (e.g. social media) or broadcast, for no additional remuneration including but not limited to a royalty.

The European Press Prize is entitled to transfer its right mentioned under i and ii of this clause and/or to grant a third party the right to execute this right or to grant a license thereto.

- 7. By entering the European Press Prize and/or the European Cartoon Award, I authorize the unrestricted use of my portrait, name and likeness and any and all statements made by myself and/or the (co)author(s) of the submitted article(s)/cartoon(s) in relation to the European Press Prize/European Cartoon Award;
- 8. I acknowledge and agree that the European Press Prize is not required to



- i. compensate me or the author(s) of the submitted article(s)/cartoon(s) and/or the granted license as described in clause 6 and 7;
- ii. seek prior approval for the use as described in clause 6 and 7;
- 9. I accept full responsibility and full liability for the article(s)/cartoon(s) submitted to the European Press Prize/European Cartoon Award by me. I acknowledge and agree that I shall fully indemnify and fully hold harmless the European Press Prize and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any and all claims, losses, and damages arising out of my participation and/or submitted article(s)/cartoon(s) to the European Press Prize/European Cartoon Award and/or any activities related thereto.
- 10. I acknowledge and explicitly agree all personal data including but not limited to the name and information of the author(s) of the submitted article(s)/cartoon(s), may be processed, shared, stored and otherwise used for the purposes and within the context of the European Press Prize/European Cartoon Award in accordance with the <u>privacy statement</u> of the European Press Prize/European Cartoon Award.
- 11. These terms and conditions are construed and shall be governed in accordance with the laws of the Netherlands. Any dispute arising under or in connection with these terms and conditions shall be submitted to the competent Court in Amsterdam.