
PROJECT PEOPLE & PLANET: A COMMON DESTINY

TERMS AND CONDITIONS | YOUTH CHALLENGE

Legal Information

Please read these Terms and Conditions carefully as they contain important information about your legal rights, remedies, and obligations. “People & Planet” (“us” or “we”) respects the privacy of the parties visiting its Website, the home page of which is located <https://waterofthefuture.org/>. The home page and accompanying pages will be collectively known as “Website”.

Introduction

You agree to be bound by these Terms by using the Website and/or applying to participate in the Challenge. For avoidance of doubt, a person that has submitted a link to the video in the website platform is considered as having participated in the Challenge.

These Terms constitute a binding legal agreement between you and us.

These Terms may be modified by us from time to time. It is your responsibility to periodically check these Terms for changes. Continued participation in our Challenge and/or continued use of the Website following the modifications will imply that you accept and agree to the changes. Additionally, you may be reading these terms on a service provided by a third party. In this case, this version may be outdated, but the latest version can always be found on the Website.

Terms of participation and eligibility criteria

The Youth Challenge is directed to all citizens between the ages of 15 and 35, residing in any of the project partner countries, who are committed to fighting for climate and social justice. These countries are: Cape Verde, Germany, Ireland, Italy, Poland, Portugal, Romania, Spain, and The Netherlands.

Each person that intends to participate in the Youth Challenge can download the graphic package included in the challenge webpage. The graphic package contains the Challenge sticker and the social media filter link. Choose one to use in your video!

Record a video, up to 1 minute, where you show how you are committed to promote change. You can choose a specific problem, local or global, which you are committed to address and present a specific solution.

Fill in the participation form in the challenge webpage (<https://waterofthefuture.org/>), include the link to your recorded video or upload directly the video.

Any physical person or group of persons, hereinafter referred to as Participant, who meets the following conditions may participate in the competition:

Between the ages of 15 and 35; if the participant(s) has/have not yet reached the age of 18 at the time of participation in the competition, the participant's legal guardian must consent to participation by expressly accepting the present conditions of participation, the data protection declaration and, if applicable, the declaration of consent.

Resident(s) in one of the project's partner countries: Cape Verde, Germany, Ireland, Italy, Poland, Portugal, Romania, Spain, and The Netherlands.

For the participation to be considered eligible, it must conform to the following parameters:

The duration of the video must be up to one minute only.

All registrations must be done via the website only and between 19/09/2022 and 31/01/2024. Entries after the deadline are ineligible for the Challenge.

The video must feature the Challenge sticker, in a printed or digital format or the social media filter.

The video should also use the #PeopleOfTheFuture hashtag in any social media.

The submission of the video should be done by sharing the link of the social media post, which cannot be temporary and needs to be public, on the registration form of the website. Only when this publication is not possible, participants can share the video and details with the national P&P partner.

Each person can submit only up to two videos.

Videos can also be submitted by small groups of up to four young people.

The entries must not infringe any copyright, trademark, property rights, rights of privacy or publicity of any person, or any other right of any third party.

The Content shall not be disrespectful of inclusion, diversity, access and equity; be derogatory to any persons depicted in the film; contain any nudity, or otherwise offensive or inappropriate content. Addition to subtitles is welcome (but not compulsory).

When applying to our Challenge, you shall provide accurate and complete registration and other information as requested in the form.

Prizes

The “Youth Challenge” will reward one video per each partner country (9 total). Additionally, among them, one will be chosen as the international winner among all participations.

The winner in each partner country is decided by a national jury which will take into account among all the eligible participations specific to that country by the closing time of the Challenge:

i) creativity; the pitch should be original in its storytelling (35%); ii) clarity: a. video and audio should be easy to see / read / hear (15%) and b. message should be clear and precise (15%); and iii) relevance and critical thinking: commitment (existing or future) to climate and social justice, showcasing commitment (current or future to climate and social justice) (35%). All national winning videos will be part of a compilation and uploaded to the project YouTube channel.

The winner of the international Challenge is decided until February 29, 2024 by the combination of the highest number of visualizations on YouTube by the closing time of the Challenge and a jury that gathers partners from different countries and that will evaluate the above-mentioned listed criteria.

The prize for each national Challenge will be a local eco prize package, which consists of sustainable experiences or products, based on the local context.

The prize for the international Challenge will be the participation in a "Youthactivism" Lab taking place in Portugal in 2024. This offers an opportunity to exchange with European peers on a common agenda.

We reserve the right to change the prizes and the prize distribution at our discretion.

The Youth Challenge winners can receive only the announced prize. Material awards cannot be converted into cash equivalent.

The submission of a participation does not lead to any legal claim whatsoever, regardless of whether the idea was ultimately awarded with a prize or not. Legal recourse is excluded.

Entitlement to Reward or Compensation

Participation at the Challenge is at the user’s own expense and risk. There is no entitlement to a reward or compensation from the Organizers of the Challenge for the effort undertaken by the participants, a fulfilled assignment or the produced work. Application to the Challenge
By participating in this Youth Challenge, the Participants declare and agree that they will provide personal data voluntarily as a prerequisite for participation in the Challenge and

for the usage of rights, which they can attain by participating in the Youth Challenge, by giving their explicit consent to the Organizer to process the provided personal data. The Participants have the right to access and correct personal data. The personal data of the Participants will be used in connection with this Youth Challenge and its advertising. The Participants may be contacted by one of the Organizers as follow-up to the participation at the Youth Challenge.

We collect and process information, including personal information in relation to your application to or participation in our Challenge, such as your contact details, other identification data, and information relating to your submissions. To the extent we are considered as the data controller for such personal information pursuant to the applicable laws, we will inform data subjects regarding the processing practices in our Privacy Policy, as well as process such personal data in accordance with our Privacy Policy in force from time to time. Our Privacy Policy can be found on our Website (<https://waterofthefuture.org/>).

The Participant expressly agrees that the data provided (name, age, country, e-mail address) may be collected and processed by the People & Planet project and transmitted for the purpose of carrying out and processing the competition. The Participants further agree that they may be contacted by e-mail by the project People & Planet as well as the respective member organisations in the case of winning. The Participant is free at any time to revoke the deletion of his/her data at tsimoes@imvf.org and thus withdraw from the competition.

Organizer

The Youth Challenge is part of the “People & Planet” project. “People & Planet” is a project of 17 NGOs located in the EU and Cape Verde, and is co-funded by the European Union and Camões I.P..

The organizers are: Câmara Municipal de Loures; Instituto Marquês de Valle Flôr; FUEL; Rede

Intermunicipal de Cooperação para o Desenvolvimento; Câmara Municipal do Maio; ; Dornstadt Municipality; forum for international development and planning (finep); The Waterford Sustainable Living Initiative; Felcos Umbria; We World GVC; Buy Responsibly Foundation (Fundacja Kupuj Odpowiedzialnie); APDD – Agenda 21; Brasov County Council; Fondo Gallego de Cooperacion e Solidariedade; National Town-Twinning Council Netherlands – Nicaragua, LBSNN; Maastricht Municipality; Zoetermeer Municipality.

Your Content on Our Website

You are solely responsible for all the Content that you may be entitled to upload to our Website. We shall have the right, but shall not be obligated to, monitor the Participant Content, in order to ensure compliance with the terms of this Agreement. In the case that

we believe, in our reasonable opinion, that any Participant Content violates this Agreement, intellectual property rights, or any applicable law, we shall have the right to delete such Participant Content.

We are not responsible for the backup and/or retention of any Participant Content. You agree that we do not assume any liability or responsibility in respect to any Participant Content and that you shall, at all times, ensure that Participant Content does not infringe any rights of third parties or any applicable law. Furthermore, the Participant Content shall not be offensive, threatening, libellous, defamatory, or otherwise inappropriate.

For clarity, we are not responsible and shall not be held liable for any Participant Content, nor do we endorse any opinion contained in any Participant Content. We shall have the right to generate anonymous user data and statistical data from Participant Content. We reserve all rights to such information.

Intellectual Property Rights

You acknowledge that the contents of this Website are subject to intellectual property rights and undertake not to infringe such rights. People & Planet does not claim the intellectual property of the users in any case. All intellectual property rights regarding the intellectual property published on the Platform shall in principle remain with the users for the duration of the Challenge. In the event of a reward, all rights of use and distribution of the idea shall be transferred to the commissioning party (People & Planet). The winning Participants grant People & Planet the simple, non-remunerated, as well as temporally and territorially unrestricted right of use (including the right of editing, as far as the editing and redesigning is carried out under preservation of the intellectual character of the work) to the submitted videos, in particular with regard to all existing industrial property rights. The scope and content of the rights of use is limited to non-profit purposes. Insofar as the Participants or the commissioning party are entitled to the rights, they agree not to enforce any industrial property rights between themselves and any claims resulting therefrom.

Image Rights

By accepting these Terms and participating in the Challenge, the Participant declares to assign to the applicable Organizer, free of charge, in the broadest terms permitted by applicable law, all rights arising from the images and video submitted by the Participant in the context of the Challenge, which may be freely transmitted, reproduced and distributed, by the applicable Organizer, for purposes of the Youth Challenge, within the context of the People & Planet: A Common Destiny project. If the Winner is a minor, a declaration of image rights shall be signed by the holder of parental responsibilities by providing elements that prove his or her identity, accompanied by a photocopy of the minor's identity card / citizen card (template of the Declaration available below).

The Participant further declares that he will not use the image of third parties without their having given their prior and express authorization for the purpose in accordance with these Terms, understanding and accepting that the illicit use of the image of third parties, namely through recording or filming, is illegal and may, at the limit, constitute the commission of a crime under applicable penal legislation.

The Participant also declares that it will be responsible for complying with any applicable legal requirements in terms of image rights and the protection of personal data in the context of its participation in the Challenge.

Term

This Agreement will remain in full force and effect while you are a user of our Website or participate in our Challenge. Provisions of this Agreement intended to survive the termination or expiry of this Agreement shall do so.

Liabilities

Participants acknowledge and accept that they are solely responsible for the Content transmitted and the consequences of its availability, transmission, or publication.

We will make reasonable efforts to keep the Website operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. We will make reasonable efforts to keep our Challenge operational. We reserve the right to alter the content, timing, date and/or location of our Challenge and any of our Events, without liability to you. We also reserve the right to cancel our Challenge and any of our Events at any time.

We reserve the right, periodically and at any time, to modify or discontinue, temporarily or permanently, the functions and features of the “People & Planet” Website. To the fullest extent permitted by applicable law, in no event will we be liable to you or any third party for any indirect, consequential, or punitive damages arising out of the application to or participation in our Challenge or any of our Events or arising out of the use of the Website or for any direct damages. The parties to this Agreement do not restrict their liability for any matter in respect of which, by mandatory law (such as consumer protection laws), it is not permitted to restrict their liability.

The Organizers are not liable for any errors which may occur due to system malfunctions or failures (whether temporary or permanent) of the Website. The Organizers are not liable for any loss or damage resulting from the improper use, or inability to use, the Website.

Governing Law and Disputes

This document was created within the context of the People & Planet: A Common Destiny project, funded with the support of the European Union. This communication reflects the views only of the author, and the Commission cannot be held responsible for any use which may be made of the information it contains.

This Agreement shall be governed by and construed in accordance with the laws of the countries in which the Challenge takes place, without reference to its conflict of law provisions. If a dispute cannot be resolved amicably, it shall be settled by the national jurisdiction of the respective countries.

Miscellaneous

If any part or provision of these Terms is unenforceable or contrary to applicable law, the remaining parts or provisions of these Terms of Use shall not be affected.

The Organizers reserve the right to modify and add to these Terms at any time without prior notice by posting the new Terms and conditions on the Website. You should periodically review these Terms for updates indicated above.

This Agreement only covers the Website and the use thereof, and all linked third-party services

and platforms are provided by the relevant third parties and covered by their terms of use or other agreement or license. "People & Planet" does not assume any liability regarding the use of such third-party services and platforms, whether or not they are linked to the Website.

The content on the Website, including, but not limited to, the text, graphics, images, links, and other materials are for informational purposes only. We do not recommend or endorse any specific software or other information that may be mentioned on the Website. Reliance on any information provided on the Website is solely at your own risk. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

Responsibility of the Organizer and/or any third party involved in the Youth Challenge

In all cases, the winning Participant will receive the prize, which is awarded in accordance with the terms set herein. After giving the prize to the determined winner, the Organizer, and/or a third party engaged in the initiative, is freed from any further liability. Disagreements between third parties regarding the ownership rights of the project do not affect the principle of giving the prizes by the Organizers to the person whose claim is presented to the Organizer in accordance with the regulations of these General Terms. The personal data of the Participants are subject to verification by the Organizers. The Organizer is not obliged to keep correspondence regarding Youth Challenge participation claims brought after its end.

Termination of the Youth Challenge

The Organizer has the right, at its own discretion, to terminate the Youth Challenge anytime, without limitation, in the event that physical abuse, violation of the Terms of the Youth Challenge, or force majeure occur. The termination of the Youth Challenge is to be announced on the website and the “People & Planet” Instagram and Facebook channels. In such cases, the Participants are not owed compensation.

General Terms

The General Terms are available here. By taking part in this Youth Challenge, the Participants accept that these General Terms are binding and agree to abide by their provisions.

Contact Us

Should you have any questions, concerns, or feedback regarding the Terms & Conditions, please contact the Website Owner.

DECLARATION OF IMAGE RIGHTS TRANSFER

AS THE HOLDER OF PARENTAL RESPONSIBILITY / GUARDIAN IN CASE THE SUBJECT OF THE IMAGES COLLECTED IS A MINOR

I, _____
_____ resident at _____,
taxpayer no. _____, bearer of ID card no. _____, valid
until _____, of legal age, with the degree of parentage
_____, declare as holder of parental responsibility for the minor
_____, bearer of ID card no. _____,
valid until _____ (hereinafter “Minor”), declarer that I expressly AUTHORIZE
the capture, use, fixation, exploration, filming, recording, reproduction, exhibition and
transmission of the Child's image and/or voice, by [implementing partner] (hereinafter
"XX") with head office at [address if the implementing partner] and with the
identification number of the collective person [xxx], for purposes of the Youth Challenge,
within the context of the People & Planet: A Common Destiny project (hereinafter

referred to as the "Challenge"), in the terms edited, adapted or transformed, as well as the commercial exploitation of my name, image and/or voice.

All rights of property content and of other nature relating to all contributions relating to the Minor are hereby assigned and passed to the full ownership of XXX, so that it has the exclusive right to use and exploit my image and/or voice within the scope of the Challenge and/or by it, directly or indirectly, all its transmissions, retransmissions or marketing throughout the universe and in any and all media already existing or to be developed in the future, by wire or wireless, including, but not limited to, via terrestrial radio, satellite, wired or cable distribution systems, by fixed or mobile telephone, by fibre optics, video-on-demand systems or any other system, in closed circuit, or not, encrypted or not, for public or private presentation, including, but not limited to transmission and dissemination in all social networks and/or website that XXX chooses to use (whether owned by XXX or any third party).

I further GRANT XXX the right to: (i) edit, alter, adapt, add or delete portions of the images collected in connection with the Challenge (including my appearance therein) at its sole discretion; (ii) make and exploit, as well as authorize the making and exploitation of recordings or other forms of fixation in accordance with the rights granted to XXX by this Declaration.

This authorization is granted free of charge, encompassing the use of the Minor's image and/or voice in the broadest terms permitted by law, throughout the national territory and abroad, without any time limit. As this is the expression of my will, I hereby DECLARE that I authorize the use described above, without any claim for rights related to the image and/or voice of the Minor, or for any other reason.

In this context, I AGREE that XXX, as the controller, processes the image and/or voice of the Minor (personal data contained in the photographs and/or videos) as well as the identification data provided in this statement for the purposes mentioned above. I have also been informed that this personal data will be kept for 1 year.

I further acknowledge that the consent given here can be withdrawn at any time, which does not invalidate, however, the treatment carried out until that date based on the consent previously given and that will have as a possible consequence the exclusion of the image and/or voice of the Minor from the video made by XXX.

In accordance with applicable legislation, I have been informed that I have the right to access personal data and may also request the portability of the same, its correction, addition or deletion by addressing the [implementing partner] at [insert e-mail address]. I have also been informed that I have the right to object to the processing of information by Vodafone if we are doing so based on our legitimate interests, or in a direct marketing context. However, I have been informed that in this case, as these types of processing are not carried out, this right will not apply. I further declare that I have been informed that, without prejudice to any other administrative or judicial remedy, I have the right to lodge a complaint to the Portuguese Data Protection Commission ("CNPD") or to another competent supervisory authority, namely in the Member State of my habitual residence, place of work or in the country where the breach of the legal regime occurred, under the terms of article 77 of the RGPD.

XXXX, [insert date] 2023

(Signature same as Citizen's Card)