

#EFSAFridgeContest Instagram Reels Contest

COMPETITION RULES AND DISCLAIMER

NO PURCHASE NECESSARY TO ENTER OR WIN. EACH PARTICIPANT'S CHANCES TO WIN WILL NOT IMPROVE BY A PURCHASE OF ANY KIND. ENTRY OF THE INSTAGRAM REELS FORMAT INTO THE COMPETITION CONSTITUTES ACCEPTANCE OF THESE RULES BY THE PERSON OR ENTITY SUBMITTING THE ENTRY, VOID WHERE RESTRICTED OR PROHIBITED BY LAW.

- #EFSAFridgeContest SUMMARY.** The European Food Safety Authority's contest, #EFSAFridgeContest, is organized under the umbrella of the EU Choose Safe Food campaign and its main goal is to inspire Europeans to revamp the inside of their fridge according to food safety tips and best practices. Taking due regard to the participants' privacy, the contest will showcase the inside of audience fridges to further spread the message about the campaign and educate Europeans about food safety and food hygiene. EU citizens and residents will get a chance to show their fridges in a creative way through Instagram Reels format.

The challenge of the competition is:

Revamp the inside of your fridge according to food safety tips and show it us in a form of an Instagram Reel!

Citizens and residents of the European Union between 18 and 45 years old from all backgrounds can join the contest to win attractive culinary prizes including kitchen blenders, cooking workshops, shop vouchers and cookbooks.

- SPONSOR AND ADMINISTRATOR:** This Competition is sponsored by **European Food Safety Authority (EFSA)** and administered by ICF Next S.A. **on behalf of the EFSA** ("Sponsor(s)" or "us").
- BINDING AGREEMENT:** Each person (each a "Participant" or "you") who **uploads an Instagram Reel to their personal Instagram account (each a "Social Share" or "entry") with the hashtag #EFSAFridgeContest and @one_healthenv_eu Instagram tag** during the below Competition Period is entering into the Competition, which is governed by these Rules ("Rules"). Each Participant should read these Rules before submitting the **Instagram Reel** to ensure they understand and agree. You are not eligible to receive the Prize(s) described in these Rules unless you respect all the eligibility rules stated below.
- COMPETITION PERIOD:** The Competition begins at 11:01 AM Central European Time ("CET") on 15th of September 2022 and ends at 11:59 PM CET on 30th of September 2022 ("Competition Period"). Sponsor's clock shall be the official device for the

Competition. PARTICIPANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTION.

5. **ELIGIBILITY – WHO MAY PARTICIPATE:** The competition is open to all citizens and residents of the European Union between 18 and 45 years old at the deadline for submission who have a personal account on Instagram and follow the rules of entering the competition (Paragraph 6).

The following individuals/entities are not eligible to participate:

- Any local, state, provincial or federal or other government or government agency or any officials or employees thereof; and
- Any affiliates of Sponsor or any employees of Sponsor or its affiliates and their immediate family and household members.

The Sponsor reserves the right to verify whether the participant complies with the above eligibility rules.

6. **HOW IT WORKS AND HOW TO ENTER:** In order to enter, Participants must:

- Upload at least one Instagram Reels on their personal Instagram account. There is no limit to the number of Instagram Reels they submit. Participants can only win one (1) Prize.
- The Instagram Reel has to be relevant to the overall EU Choose Safe Food campaign and the competition theme: ‘Revamp the inside of your fridge according to food safety tips and show it us in a form of an Instagram Reel’. The Reel should be in a video format and should present a transformation of an inside of the participant’s fridge before and after the revamp.
- Use **#EFSAFridgeContest** as a tag for their Reels in the caption
- Tag the **EFSA Instagram account** (@one_healthenv_eu) on their Reels entries (either on the Reel or in the caption)
- Make sure their **Reel** has a maximum duration of **90 seconds**.
- Verify their Instagram account is set as a “Public account” to ensure viewability of all entries
- The Reel has to be published to their Instagram profile during the contest period.
- Comply with all further Competition Rules.

7. **PRIZE(S):** There will be 3 winners selected from the received entries that will be entitled to cooking-related prizes, subject to compliance with these rules.

1st place – prize worth a maximum of 600 EUR – a kitchen blender and a cooking workshop,

2nd place – prize worth a maximum of 500 EUR – a kitchen blender and a shop voucher,

3rd place – prize worth a maximum of 400 EUR – a kitchen blender and a cookbook,

The specific prizes are subject to availability and pricing at the time of purchasing the prizes by the Sponsor. The Sponsor reserves the right to substitute the prizes to similar products or experiences in consultation with the winner, although the final decision on prizes will be taken by the Sponsor. No refund or compensation will be made in the event of changes in the foreseen prizes. The prize for each of the winners, will include shipping costs.

8. ENTRY DEADLINE: All Social Share entries (“Entries” or “Social Share”) must be received on or before the end of the Competition Period to be eligible to win the Prize(s).




9. SELECTION OF COMPETITION WINNERS & NOTIFICATION:

- The Sponsor’s Jury will select the 3 most creative entries out of all received Social Shares fulfilling the eligibility criteria. Evaluation of creativity, relevance and quality of the videos is reserved for the Jury. The entries will be determined to be winners in the competition.
 - **The 3 winning entries will be chosen after the end of the Competition Period and no later than 14 days following that date.**
 - The administrator of the contest, ICF Next S.A., will contact the winners by Instagram Messaging within 30 days after competition period. Participants should keep an eye on their incoming messages and make sure they reply within 5 working days to the message sent by the Sponsor via the **EFSA Instagram account** (@one_healthenv_eu). Administrators will then invite the winners to continue the discussion via email to sign requested documents and receive their prizes.
 - Winners will be asked to agree to the Competition Rules and the Privacy Statement, the Authorisation Form, and the Statement of the Content Creator in order to receive their prizes. Failure to do so will result in exclusion from the competition and the subsequent Participant with the most creative entry will be contacted.
 - Winners will be publicly announced by their username on EFSA’s social media platform(s):
Instagram https://www.instagram.com/one_healthenv_eu/
LinkedIn <https://www.linkedin.com/company/efsa>
and/or Twitter https://twitter.com/EFSA_EU

If any potential winner fails to respond to Sponsor's notification within five (5) calendar days, Sponsor and/or Administrator reserves the right to choose a different potential winner based upon the same criteria listed above. In the event that no Social Share entries are received, no prizes will be awarded.

10. SUBMISSION REQUIREMENTS AND RESTRICTIONS: Each Participant must ensure that:

- The social media share does not:
 - infringe any existing 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 otherwise violate applicable laws.
 - infringe music copyright laws of Meta Platforms, Inc.: all participants must first verify if the song they are using is part of the official Instagram library. The Sponsor and/or Administrator are not liable for the participants of the competition infringing the copyright laws with their entries.
 - include any private information of a third party such as a person's name, address, phone number, email address, and other personal data.
 - contain the likeness of anyone who is or who appears to be minor (under the age of 18) or anyone other than the Participant, unless the Participant has his or her (or the parent's or legal guardian's) permission to do so for this Competition. Participant must have permission from all recognizable people who appear in the social media share, regardless of their age. If requested, Participant must be able to provide proof of such permission in a format acceptable to Sponsor and/or Administrator.
 - include material that violates a third person's or party's rights (living or deceased), including but not limited to privacy or publicity.
 - disparage Sponsor, Administrator or any other person or party affiliated with the Competition.
 - contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, or libellous or other objectionable material.
 - contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
 - contain any references to alcohol, tobacco, drug paraphernalia, firearms, or any description or representation thereof.
 - contain material that is unlawful, in violation of or contrary to the laws or regulations in any country where the social media share is created.
 - have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.
- Participant warrants and represents that:
 - the social media share conforms with the applicable social media platform's format and size requirements and limitations.
 - the social media share is the Participant's own, wholly original work, and is the Participant's own creation and the Participant warrants that he/she has secured all necessary rights relating to its use and the use of the content in the social media share .
 - the social media share verbal or written content (if any) shall be in English language.
 - the Participant has obtained all permissions, if any are required, prior to the

- social media share entry and that the Participant may legally grant all permissions contained within these Rules to Sponsor.
- where, the social media share contains another person's name, likeness, biography, actions and contributions, the Participant will submit the signed permissive use release within the [ adult authorisation.doc] within the time specified.
 - where, the social media share contains an owner or licensor's intellectual property, including for video material and photographs, the Participant will submit the signed permissive use release within the [ photo licence.doc] within the time specified.
 - Without prejudice to the eligibility criteria outlined in above point 5, where, the social media share is uploaded by a minor or includes a minor with the social media share, the Participant a) represents that Participant is the parent/legal guardian of such minor and as such granted his/her permission for said minor to participate in the social media share and permits the use of such minor's name, likeness, biography, actions and contributions in the event that any social media share ; b) assumes all legal responsibilities under these Rules of any person deemed; and c) will submit the signed release within the [ minor authorisation.doc] within the time specified.
 - Participant will retain any and all permissive use releases in a safe place for the period of the Competition up to 6 months or until they receive a prior personal message from the Administrator or Sponsor, stating they are free of this obligation, which actually only aims at protecting Participant from claims on behalf of one of your photo or video subjects in the event asked to prove that consent was given. Only the Winners must separately sign the authorization and licenses form for deposit of the pictures into the ESFA Video Archive and EFSA social media channels in view of any further use by EFSA.

Participant agrees that the interpretation of each of the above Restrictions shall be subject to Administrator's or Sponsor's sole discretion. Administrator and/or Sponsor are not responsible for any lost, late, incomplete, or other social media share that does not comply with these Competition Rules and it may be disqualified.

Multiple Participants are not permitted to share the same social media account. Any attempt by any Participant to receive more than the stated number of Prize(s) by using multiple/different email addresses, social media accounts, identities, registrations and logins, or any other methods, as determined by Administrator or Sponsor in its sole discretion, may void all of that Participant's Submissions and that Participant may be disqualified from this Competition and any of the Sponsor's other promotions. In the event of a dispute as to the owner of any social media share, the authorized account holder of the social media account will be deemed to be the Participant. The "authorized account holder" is the natural person assigned an Instagram account by the entity responsible for doing so for Instagram, Inc. Each Participant may be required to show proof of being the authorized account holder.

CAUTION: ANY ATTEMPT BY ANY PARTICIPANT, PERSON, OR ENTITY TO UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE IN VIOLATION OF CRIMINAL OR CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

- 11. PERMISSIVE USE.** By submitting your social media share and regardless the outcome of the competition, you grant Sponsor and any related affiliates or agents, the non-exclusive, unlimited, worldwide, perpetual, irrevocable, and royalty-free right, license, privilege, and permission to record, copy, adapt, film, capture, use, license, transmit, broadcast, exhibit, project, publish, circulate, display, or otherwise exploit, any and all renderings of Participant's social media share, name (including any and all nicknames, related names, and aliases), characters, biographies, artist's portrayal of characters, voice, image, likeness, visual representations, any and all attributes of Participant's personality, and/or any and all of Participant's acts, poses, actions, and appearances (collectively, "Name and Likeness"), and any ancillary use or derivative works on or in connection with any film, audio tape, video tape, audio-visual work, sound recordings, photograph, illustration, animation, broadcast, any derivative works or versions thereof in any media or embodiment now known or hereafter developed, throughout the world the way EFSA as the Sponsor deems fit without any consideration or prior notice, however as possible acknowledging in any further use the source and authorship..
- 12. ELECTRONIC COMMUNICATIONS:** By submitting the social media share, you agree to communicate for the purpose of the Competition with Sponsor and/or Administrator electronically. Through your social media share submission, you (i) agree that your consent to these Rules is a binding form of your electronic signature and (ii) represent that you have Internet access and a valid social media account and email address enabling you access to information pertaining to the Competition and to receive communications and documents electronically.
- 13. PRIVACY Statement:** By participating in the Competition, Participant acknowledges that they have read and accepted this privacy statement and the terms and conditions outlined here. Participants agree that personal data including, but not limited to, name, mailing address, phone number, and email address ("Personal Data") may be:

 - collected, processed, stored, and otherwise used by the Sponsor (the Data Controller) and/or Administrator (the Data Processor), or any party authorized by them for the purposes of conducting and administering the Competition or the Prize(s), including Sponsor affiliates.
 - used by Sponsor or any party authorized by them, including Sponsor affiliates, to verify a Participant's identity, postal address, e-mail address and telephone number in the event a Participant qualifies for any applicable Prizes as well as to deliver the applicable Competition Prize(s).

- used to fulfil additional terms of the Competition or to contact a Participant in response to any question submitted by such Participant.
- shared by the Sponsor or any party authorized to comply with the law or in the good faith belief that such action is necessary to conform to the requirements of law or comply with legal process served on Sponsor, and to protect and defend Sponsor's rights or property.
- Winners' entries and names may be published online.
- Your personal data will remain in the Sponsor's database until the results of the competition have been published and used to contact the participant. Personal data will be deleted, at the latest, one (1) year after the last action in relation to the competition (last action should be in October 2022).
 - Participants have a right of access, verify which personal data is stored, have it modified, corrected, or deleted. You may withdraw your consent to electronic communication and delivery of documents, update your contact information, or request a free paper copy of these Rules at any time by contacting us as set forth in these Rules. We will send you a confirmation notice once we have processed your change request.
- Participants who request that their details be deleted or withdraw consent during the course of the Competition accept that this will automatically terminate their participation in the Competition, since they cannot be included in the list of participants without their details being recorded.
- Participants are informed that EFSA as the Sponsor is the controller of personal data processing in the context of the present Competition administered by ICF Next S.A. in its capacity as data processor. All personal data processing in the context of this Competition shall comply with Regulation (EU) 2018/1725 on the protection of natural persons with regard to the processing of personal data by the EU institutions, bodies, offices and agencies¹.
- To exercise such rights, Participants may send a request to:
efsacommunications@efsa.europa.eu

- 14. RIGHT TO CANCEL, MODIFY, OR DISQUALIFY:** If for any reason the social media share or Competition or any portion of either is not capable of running as planned due to technical or administrative problems, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond Sponsor's or Administrator's reasonable control which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Competition, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Competition or any portion of either.

¹ <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018R1725&from=EN>

15. **TAXES: ALL TAXES, FEES, DUTIES, SURCHARGES, IF ANY, IMPOSED ON ANY COMPETITION PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNERS.** The Winner is responsible for ensuring that it complies with all the applicable tax laws and filing requirements. If a Winner fails to comply with such laws, the Prize may be forfeited, and Sponsor may, in its sole discretion, select an alternative potential Winner.
16. **WARRANTY:** Sponsor, Administrator, and any related affiliates make no other warranties or representations whatsoever relative to the quality, conditions, fitness or merchantability of any aspects of the Prize(s). No transfer, substitutions or cash equivalent for Prize(s) will be allowed, except at Sponsor's and/or Administrator's sole discretion. Sponsor and/or Administrator reserves the right to substitute a Competition Prize, in whole or in part, of equal or greater monetary value if a Competition Prize cannot be awarded, in whole or in part, as described for any reason.
17. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL SPONSOR, ADMINISTRATOR OR ANY RELATED AFFILIATES, CLIENTS, PERSONNEL, DIRECTORS, OFFICERS, AGENTS, OR PRINCIPALS (PARTNERS, SHAREHOLDERS OR HOLDERS OF AN OWNERSHIP INTEREST, AS THE CASE MAY BE) BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, INCURRED BY PARTICIPANTS OR ANY THIRD PARTY, WHETHER BASED ON WARRANTY OR IN CONTRACT, TORT, OR OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, ARISING FROM THE COMPETITION, THE COMPETITION PRIZES OR USE OF A COMPETITION PRIZE, EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Sponsor and/or Administrator is not responsible for: (i) lost, late, incomplete, invalid, illegible, unintelligible, damaged, altered, counterfeit, obtained through fraud, late, or misdirected Social Share entries, which will be disqualified; (ii) failed, partial or garbled computer transmissions; (iii) technical failures of any kind, including, but not limited to electronic malfunctioning of any network; or (iv) any technical, computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability or intervention, error, omission, interruption, detection, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the web site or otherwise whether caused by web site users or by any of the equipment or programming associated with or utilized in the Competition. Sponsor and/or Administrator reserves the right, in their sole discretion, to disqualify any application not in compliance with these Rules.

Participants agree that Sponsor and/or Administrator shall have no liability for unsuccessful efforts to notify any potential Competition winner, or for any injuries, losses, or damages by reason of the Participant's participation in the Competition.

18. **INDEMNITY:** By accepting a Prize, the Winner agrees to release and hold harmless Sponsor, Administrator and any related affiliates, clients, personnel, directors, officers, agents, or principals (partners, shareholders or holders of an ownership interest) from any and all liability, loss or damages arising from or in connection with

awarding, receipt and/or use of a Prize or participation in Prize-related activities, and they shall have no liability for any injury, misfortune, or damage to either persons or property incurred by entering, participating in or winning the Competition.

19. **IN CASE OF DISPUTES:** Sponsor and/or Administrator will interpret these Rules and resolve any disputes, conflicting claims or ambiguities concerning the Rules, and Sponsor's and/or Administrator's decisions shall be final. If any provision of these Rules is found to be invalid by any court having competent jurisdiction the invalidity of such provision shall not affect the validity of the remaining provisions of these rules, which shall remain in full force and effect. Sponsor and/or Administrator's reserves the right to modify, suspend or terminate the Competition or to make such other decisions regarding the administration or outcome as Sponsor and/or Administrator deems appropriate.
20. **FORUM AND RECOURSE TO JUDICIAL PROCEDURES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the Participant and Sponsor in connection with the Competition, shall be governed by, and construed in accordance with the European Union law, complemented where necessary by the law of Belgium (without any need to further detail the applicable laws). Participation constitutes Participant's full and unconditional agreement to these Rules and Sponsor's decisions, which are final and binding in all matters related to the Competition.
21. **CONTACT & FINALIST LIST:** Any queries shall be sent by mail to Sponsor at: efsacommunications@efsa.europa.eu

Please note that only the queries related to the #EFSAFridgeContest Instagram Reels competition will receive an answer.