



# Terms and Conditions

## Climate Pact Photo Competition: Capture your climate action

The rules listed below form the Terms and Conditions of the European Commission, Directorate General for Climate Action (hereinafter "DG CLIMA") photo competition. Please note that by submitting an entry electronically, you are deemed to have agreed to and accepted these rules.

This competition is administered by DG CLIMA and the European Climate Pact Secretariat.

1. Entrants may only enter the competition online and by submitting their entries ("entry") in accordance with the instructions set out on the European Climate Pact website. There are no monetary costs to enter the competition.
2. The closing date for entries is the one indicated in the relevant competition call.
3. The competition is open to legal residents of the EU 27 Member States: Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden.
4. All entrants must be over 18 years of age by the date of submission of their entry.
5. Proof of residence and age will be required from all winners.
6. Should a winning entry be the result of a team effort, the residence and age requirements shall apply to each team member. The team shall appoint one representative among its members to whom the prize will be awarded.
7. The photos must be taken in one of the countries listed under point 3.
8. The entry must be submitted in English. Entries submitted in other languages will be disregarded.
9. DG CLIMA employees, Climate Pact Secretariat employees and all members of their immediate family are not eligible to enter the competition.
10. One entry per person is allowed. Each entry must include the name, country of residence, age, email address, competition category, a photograph meeting the specifications outlined in the competition rules, an indication of the location where the photograph was taken and accompanying text.

11. Entries must be submitted through the completion of the designated online form.

12. Any entry submitted must be the work of the individual or team submitting it. It is the responsibility of each entrant to ensure that any photographs they submit have been taken with the permission of the subject(s) and/or venue/location and does not infringe the copyright of any third party. The entrant warrants that they own the copyright for the photographs and that their entry does not infringe the privacy rights, copyright or any other rights of any person. The entrant shall be liable and provide compensation in the event of any action, claim or proceedings brought against DG CLIMA by a third party as a result of the infringement of existing copyright caused by the entrant in participation in the competition.

13. The entrant warrants that they have obtained the permission of those pictured in the photograph (or, where the photograph shows any persons under 18 years of age, the consent of their parent/guardian) for the usage rights required by the competition and will indemnify DG CLIMA against any claims made by any third parties in respect of such infringement. You must download and use [a generic consent form](#) for this purpose.

14. Manipulation rules: Photographs submitted to the Climate Pact photo competition must adhere to our rules on manipulation. Only single-frame photographs will be accepted. The content of a photograph must remain unaltered, with no additions, rearrangements, reversals, distortions or removals of people and/or objects within the frame. Light cropping, colour adjustments and grayscale conversion that do not alter content are permissible. However, processed colours should not deviate significantly from the original colours, and changes in density, contrast or saturation levels must not obscure or eliminate essential information in the photograph. All submitted photographs must be captured using a smartphone or camera, artificially generated images are not allowed, nor is the use of artificially generative fill. DG CLIMA reserves the rights to verify compliance, request original and unedited files, and disqualify entries that do not respect the above conditions. Applicants must be prepared to submit the original and unedited photographs (including RAW file, original unedited JPEG images, and EXIF values associated with the photograph) upon request from DG CLIMA. Failure to comply within the specified timeframe will result in automatic disqualification of entries.

15. Entrants retain the copyright to the materials they submit for this competition. However, as a condition of participation, each entrant grants the European Commission a worldwide, royalty-free, perpetual license to showcase any or all submitted materials across various media channels for promotion, dissemination and wider climate action communication purposes. The European Commission reserves the right to feature entries or elements from the entries at future events, subject to its discretion. Additionally, in potential collaborations with other institutions related to the photo competition, European Commission reserves the right to share entries—either partially or wholly—with partner institutions, as determined on a case-by-case basis. In such instances, copyright owners (the entrants) will be credited as ‘Copyright: (NAME-SURNAME), (photo competition name)/European Union.’ By participating in the competition, entrants acknowledge that their entries may be used in promotion and dissemination efforts without any additional payment. This may include without limitation the entrant’s submission itself, along the freely provided information such as their name, location, artistic materials, text, biographical information, and any statements made by them regarding the competition or prizes. The European Commission and its contractors have the discretion to utilise these elements in

perpetuity across all media worldwide, but they are under no obligation to include any specific entrant in promotional materials.

16. All visual elements embodied in each entry must be fully cleared by the entrant for DG CLIMA 's use as part of the competition and for any promotional use by DG CLIMA. Entrants must ensure that such use of their entry or elements of their entry as part of the competition and any use by DG CLIMA shall not infringe the rights of any third parties or any applicable law, regulation, code, order, direction or by-law and entrants shall indemnify and keep DG CLIMA fully indemnified from and against any claim, damage, loss (whether foreseeable or not), liability or cost including reasonable legal fees in respect thereof.

17. By entering the competition, entrants agree that if an entry does not comply with the technical, artistic or legal specifications set out herein or if DG CLIMA in its sole discretion requires, DG CLIMA shall be within their rights to disqualify any such entries.

18. By entering the competition, entrants agree that DG CLIMA shall be under no obligation to exploit, distribute and/or exhibit any submission and the entrants shall have no claim against DG CLIMA in this regard.

19. The winners will have provided an entry in accordance with the Terms and Conditions. Winners will be the entrants who submit the best entry, as determined by DG CLIMA in accordance with the criteria outlined in the competition rules.

20. The winners of the photo competition (3 per category) will be selected following the close of the competition submission stage by DG CLIMA and the European Climate Pact Secretariat, and will be announced as indicated in the Competition Rules. 1 Public Choice Award winner will be voted by the public out of the shortlisted finalist entries as describes in the Competition Rules.

21. A list of winning entries will be available on the website for a period of at least 3 (three) months from the closing date of entry to the competition. Entrants shall note that by submitting an entry, they agree that if selected as a winner their name may be disclosed to any third party, by DG CLIMA, when providing a list of the names of the entrants where requested.

22. The prizes are as set out on the competition website.

23. The winners will be notified by email within 7 (seven) working days of the winner being selected.

24. DG CLIMA will actively endeavour to contact the winner with arrangements for the prizes for a period of 1 (one) month following the announcement of the competition winners. In the event that DG CLIMA is unable to receive acknowledgement from the winners in this notification period, DG CLIMA reserves the right to reallocate the prizes.

25. DG CLIMA's decision is final. No correspondence will be entered into.

26. DG CLIMA reserves the right to select an alternative winner in the event that DG CLIMA has reasonable grounds for believing that a selected winner has contravened any of these Terms and Conditions of entry. The defaulting entrant will be given the opportunity to express his/her observation on such a decision.

27. DG CLIMA can accept no responsibility for entries lost, delayed, misdirected, damaged or undelivered.

28. Incomplete and/or illegible entries will be disqualified. DG CLIMA shall not be responsible for technical errors in telecommunications networks, Internet access or otherwise, preventing entry to the competition.

29. The prizes are as stated and are non-transferable. If due to circumstances beyond DG CLIMA's control, DG CLIMA is unable to provide a stated prize, DG CLIMA reserves the right to award a substitute prize of equal value.

30. DG CLIMA shall not be liable to the winners and/or their guests for any loss or damage howsoever caused (whether in contract, tort or statutory duty or otherwise) arising out of or in connection with the competition and/or prize and the entry submitted by such winners and/or their guests. This exclusion does not apply to damages caused by gross negligence or intent of DG CLIMA and/or its legal agents and/or its servants. By entering the competition, entrants waive to the full extent permissible by law, any and all claims that they may have against DG CLIMA.

31. DG CLIMA shall not be liable for any delay in performing or partial or total failure to perform any of its obligations to the winners and/or their guests under these competition Terms and Conditions if such delay or failure is caused by circumstances beyond its reasonable control including without limitation delays, changes, disruptions, cancellations, diversions or substitutions howsoever caused, including without limitation, as a result of war, terrorist action or threatened terrorist action, strikes, hostilities, civil commotions, accidents, fire, flood or natural catastrophes or arising, without limitation, out of or in connection with the activities of third party event organisers. For the avoidance of doubt, the affected winners and/or any guests shall be solely liable for any additional costs incurred as a result.

32. Any personal information, including without limitation, the entrant's age, nationality, address (including postcode), and email address will be used solely in connection with this competition and as set out in these Terms and Conditions and will not be disclosed to any third party, except for the purpose of fulfilling the prizes where applicable and providing a list of the names of the winners. Any personal information held by DG CLIMA in respect of any competition will be held on record for a short period for the purpose of ensuring the fulfilment of the competition and then destroyed. For further information, please refer to the Climate Pact [Privacy Statement](#)

33. All entrants agree to be bound by these Terms and Conditions, which may be amended or varied at any time by DG CLIMA without notice.

34. These Competition Terms and Conditions shall be governed by and construed in accordance with the laws of the European Union, completed where necessary by the national substantive law of Belgium and the courts of Brussels (Belgium) shall have exclusive jurisdiction in relation to any disputes arising therefrom.