

## LEGAL CONDITIONS

### #InnolidVA PHOTOGRAPHY AND VIDEO COMPETITION ON SOCIAL NETWORKS

#### 1.- OBJECT

These General Conditions govern the convening of the **InnolidVA!** photo and video competition on social networks (hereinafter, the “Competition”), in order to contribute to the promotion, projection, and viewing of the actions implemented in the municipality of Valladolid that define it as a “Smart City”.

This competition is intended to generate visual value to the transformation and urban regeneration initiatives implemented in the framework of a number of projects financed by the European Union - in which the council participates as a partner - which portrays Valladolid as a city whose solutions can be replicated in other cities.

The Agency for Innovation and Economic Development (hereinafter, INNOLID), with its registered office at Vega Sicilia 2, 47008 Valladolid, Spain shall be the entity responsible for the management of the Competition.

#### 2.- PARTICIPANTS

The Competition is open to persons of all nationalities aged 18 years or older, provided their artistic proposals in the formats of photography and video are suited to the proposed theme, are unique, and their own and original creation. Participants must have a profile on Facebook, Twitter or Instagram, and be followers of the social profiles of INNOLID; namely, <http://www.facebook.com/VLDAdelante>, <http://twitter.com/INNOLID>, <http://www.instagram.com/valladolidadelante>.

Participation is free. By entering the Competition, a participant indicates his/her agreement to be bound by these General Conditions. INNOLID staff, jury members, and their close relatives are excluded from participation in the Competition.

#### 3. - GEOGRAPHICAL SCOPE AND TIME FRAME

The Competition will be a fun and stimulating activity in the framework of the event By&Forcitizens, Smart Regeneration of Cities and Regions, organised by the CARTIF Foundation. During the event, the city of Valladolid will bring together local and national authorities, representatives of the European Commission and the Innovation and Networks Executive Agency (INEA), experts involved in the design of smart cities, and coordinators of projects co-funded by the Horizon 2020 programme and the EU 7th Framework Programme. The Competition will show the actions implemented in the city, both among international attendees to the event and the citizens of Valladolid.

The duration of the Competition will be four days. It will begin on Monday, 17 September 2018 at 12 a.m. (midnight) and will end on Thursday, 20 September 2018 at 11:59 p.m. The languages of the Competition will be Spanish and English.

#### 4. - SPECIFICATIONS OF THE COMPETITION

The contestants will be able to participate through each of the three social networks mentioned above, or all three at the same time. They shall follow the steps specified in these General Conditions, which can be viewed at [www.valladolidadelante.es/node/12996](http://www.valladolidadelante.es/node/12996).

The photo(s), whether still or motion, must portray scenes that show the urban innovation of Valladolid in a “smart city” context.

The photo(s) or video(s) should be uploaded to the aforementioned social networks during the By&Forcitizens event, organised by the CARTIF Foundation in collaboration with the Valladolid City Council, and in the days leading up to it, as specified above.

The works submitted will be unpublished, original, and will not have been the recipient of a previous award. The graphic format and size will be free. There is a limit of 3 publications per participant, either in the category of photography, video or both. If the maximum number is exceeded, the jury shall consider only the 3 latest pieces submitted within the established time frame. The length of the videos may not exceed 15 seconds.

The photo(s) or video(s) will be uploaded to the participant’s profiles on Facebook, Twitter and/or Instagram, including the following information in the text of the publication:

- ✓ Title of the photo(s) or video(s) (in Spanish, English, or both)
- ✓ Hashtag of the Competition: **#InnolidVA**
- ✓ Mention on every social network of the respective profiles of the Agency specified above (Facebook and Twitter: @INNOLID; Instagram: @Valladolidadelante)

We reserve the right to disqualify entries whose content is deemed criminal, violent, pornographic, racist, xenophobic, sexist, or homophobic, or which involve discrimination of any nature, support terrorism or otherwise violate the law or are contrary to the public order.

We will not accept photos or videos that openly show captions or marks that can be interpreted as advertising according to the jury.

#### 5. - JURY

It shall consist of 3 members: a representative from the Valladolid City Council, an expert from the communications sector, and an expert from the audiovisual sector, all of them appointed by INNOLID. The jury will assess the adequacy of the visual message to the proposed theme, as well as its creativity, uniqueness, and expressiveness.

#### 6. - CATEGORIES AND JUDGEMENT CRITERIA

The jury will select a winning entry for each of the following categories:

A. Photo: The award shall be granted to the most creative entry which best combines the components of innovation and urban regeneration in a recognisable scenario of the city of Valladolid.

B. Video: The award shall be granted to the most creative audiovisual entry - limited to a duration of 15 seconds - which best combines the components of innovation and urban regeneration in a recognisable scenario of the city of Valladolid.

In addition, a Special Mention by popular vote shall be awarded to the photo or video with the most interactions (likes, comments, and shares on Facebook and Instagram; retweets, favourites, and answers on Twitter, etc.) among all published entries on the three social networks.

## **7.- PRIZES**

Two cash prizes of €400 each will be awarded to the best publication according to the jury in each category (photo and video). Both prizes cannot go to the same person.

The publication (photo or video) that receives a Special Mention by popular vote will be awarded a cash prize of €200.

The jury's decision and the result of the popular vote will be made public on Friday, 21 September at the closing of the event By&Forcitizens, which will be held at the Centro Cultural Miguel Delibes.

## **8. - NOTIFICATION OF PRIZEWINNERS**

INNOLID is responsible for notifying the result of the Competition to the prizewinners via direct message on Facebook, Twitter or Instagram on 21 September. For their part, the prizewinners must confirm acceptance of the prize by sending a follow-up email to this address: [Innolidcomunica@ava.es](mailto:Innolidcomunica@ava.es). In the event that the winners do not accept the prize, do not claim it, or do not comply with the provisions of these General Conditions, the prize will be null and void.

## **9. - RIGHTS AND OWNERSHIP ON THE IMAGES**

By submitting the entries, participants agree to grant Valladolid City Council and INNOLID the right to reproduce, communicate, distribute, transform, and publicly disclose the photos and videos through the media that they deem appropriate, mentioning, whenever possible, the authorship.

By virtue of this assignment, Valladolid City Council or INNOLID may exercise the rights granted by means of Internet portals belonging to them or any other media and/or publication - whether their own or third parties' - associated with Valladolid's "smart city" projects.

The participants are fully responsible for ensuring they are the only authors and sole copyright holders of their work, as well as for any claim in respect of image rights on the entries submitted to the Competition.

## **10. - EXCEPTIONS AND RESERVATIONS**

The details provided by the participant must be truthful. The organisers of the Competition reserve the right to disqualify the winners and reclaim the corresponding prize shall any untruthful personal data be provided.

In regard to the popular vote, the organisers reserve the right to exclude those photos or videos that do not support the spirit of the initiative to disseminate and spread the values of a “smart city” and of the transformational projects carried out by the city of Valladolid.

INNOLID is exempt from any liability in the event of errors in the registration or transcription of the data provided by the participants shall this prevent their identification. INNOLID may request the prizewinners to present such personal details by means of photocopy of identity card or other valid documentation to verify their identity and legal age.

## **11. - DATA PROTECTION**

Participants specifically authorise that the personal data provided to participate in the Competition be included in a file or files, ownership of the AGENCY FOR INNOVATION AND ECONOMIC DEVELOPMENT OF VALLADOLID CITY COUNCIL (registered at Vega Sicilia 2, 47008 Valladolid, Spain). The data will be treated confidentially with regard to the development, maintenance, and control of the relationship with INNOLID, and to manage the participation in this Competition, as well as for processing requests, making contact to improve our services, and for statistical purposes.

To exercise the rights of access, rectification, cancellation, and opposition under the terms provided by law, the participant of the Competition must send a written request to the persons responsible at INNOLID, via the following postal address (Vega Sicilia 2, 47008 Valladolid, Spain) or the following email address (Innolidcomunica@ava.es). They must attach a copy of a document that proves their identity.

## **12. - OTHER SPECIFICATIONS**

In relation to Facebook, the participant exonerates this social network from any liability arising from the Competition, and ensures that he/she is a user, or will be within the period of validity of the Competition, and that has accepted or will accept their legal terms of service, whether general or private, privacy policies, or any other standards applicable by the social network, which may be different to these General Conditions.

In relation to Twitter, the participant exonerates this social network from any liability arising from the Competition, and ensures that he/she is a user, or will be within the period of validity of the Competition, and that has accepted or will accept their legal terms of service, whether general or private, privacy policies, or any other standards applicable by the social network, which may be different to these General Conditions.

In relation to Instagram, the participant exonerates this social network from any liability arising from the Competition, and ensures that he/she is a user, or will be within the period of validity of the Competition, and that has accepted or will accept their legal terms of service, whether general or private, privacy policies, or any other standards applicable by the social network, which may be different to these General Conditions.

INNOLID will not be held liable for problems or technical failures associated with the aforementioned social networks, telephone lines, computer systems, servers, software or errors in any email message intended to Innolidcomunica@ava.es during the course of this Competition.

### **13. - APPLICABLE LAW AND JURISDICTION**

This Competition, organised by INNOLID, is governed and shall be construed in accordance with the laws in force in Spain. Any dispute or discrepancy arising in relation to it shall be brought exclusively in the Courts and Tribunals of the city of Valladolid. The participants of this Competition expressly waive any right to challenge jurisdiction, if different from the hereby agreed.

The Competition shall be governed by these General Conditions in accordance with the provisions of articles 2 and 8 of the Regulation for Subsidies of Valladolid City Council, as well as with the General Law of Subsidies 38/2003 of 17 November and its Development Regulation.

The prizes are subject to the provisions of the tax legislation in force at the time of granting.

### **14. - ACCEPTANCE AND PUBLICATION OF THESE GENERAL CONDITIONS**

Participation in the Competition implies the full acceptance of these General Conditions, without reservation or exception, as well as the express acceptance of all interpretative decisions performed by INNOLID, and conformity with the decisions of the jury.

Failure to comply with the General Conditions of the Competition may be cause for dismissal and, if necessary, reinstatement of the prizes. The organisation is authorised to resolve any contingency unforeseen in these General Conditions. These decisions will not be subject to appeal.

Valladolid, September 5, 2018