

## Terms and Conditions for “Seize the beauty of our planet” Competition (“Conditions”)

### §1 General rules

1. “Seize the beauty of our planet” Competition (‘**Competition**’) is organised by CloudFerro sp. z o. o. based in Warsaw, Nowogrodzka 31 street, 00-511 Warsaw, registered under number 0000543630 (“**CloudFerro**”).
2. The goal of the Competition is to promote easy and open access to Copernicus satellite data and cloud-based services available on DIAS platform, also to emphasize the beauty of our planet seen from Space. The direct aim of the Competition is to select thirteen most beautiful satellite imagery of the Earth obtained on CREODIAS platform (creodias.eu) by means of using its Finder tool. Chosen images will be placed in the 2021 calendar published by CloudFerro.
1. Participants in the Competition waive their right to hold Blutvoll Media Agentur UG (‘**PollUnit**’) accountable for any liability that may raise during the Competition. CloudFerro uses services provided by Blutvoll Media Agentur UG on its own responsibility.
2. The Competition is not in any way sponsored, connected to, supported or executed by PollUnit.

### §2 Competition entries

1. All entries must be received by 30.09.2020 (‘**Closing Date**’).
2. The Competition is open to all-natural persons from all around the world who are at least eighteen years old.
3. CloudFerro reserves the right in its absolute discretion to disqualify any participant if it believes that a participant has breached any of the Conditions, any applicable law (including without limitation copyright law) or has infringed the intellectual property of any other person.
4. Participant acknowledges and agrees that any failure to comply with the Conditions may lead to CloudFerro disqualifying that person. CloudFerro is obliged to state the reason for disqualification.
5. Entries should be submitted on <https://cloudferro.com/en/contest/> website. Entries shall include the title of the image, name, surname, email address and country of the author. Entries shall also include a voluntary consent for publishing name and country of the author. Consent for publishing surname of the author is optional.
6. Only one image per person will be accepted. If more than one image is sent by the same person using a different email address, only the first image uploaded will be considered.
7. CloudFerro, European Space Agency and European Commission employees and representatives are excluded from participating in the Competition.
8. Participating in the Competition is free of charge and voluntary.
9. Entries on behalf of another person will not be accepted and joint submissions are not allowed.

### §3 Selection of winners

1. Seven out of thirteen winners will be selected through popular vote on PollUnit platform while the remaining six will be selected by a jury consisting of representatives of CloudFerro, ESA and European Commission representatives.
2. Voting will take place from 05 Oct 2020 12:00 CET until 26 Oct 2020 12:00 CET.
3. Winners will be announced by CloudFerro on [www.cloudferro.com](http://www.cloudferro.com) on 27.10.2020.

4. Participants in the Competition waive their right to hold PollUnit accountable for any liability that may raise at the time of lasting the Competition.

#### **§4 Technical requirements**

1. Entries should be submitted in a HIGH-RESOLUTION format in .jpg or .tif format (minimum 250 dpi, 4200 x 3000 pixels). Images which are not high resolution may be discounted from the Competition. Entries should be submitted by the Closing Date (30.09.2020) and in the manner set out in these Conditions. Failure to do so may result in disqualification.
2. Images can be enhanced with Earth Observation processing software or photo editing software, but it must NOT contain any text or additional graphic elements such as labels, logos or similar.
3. There is a limit of entries of 500. Only the first 500 images that meet the requirements will be admitted for voting.

#### **§5 Intellectual Property**

1. Use of the imagery obtained on CREODIAS platform is subject to the Legal notice on the use of Copernicus Sentinel Data and Service Information available at [https://sentinels.copernicus.eu/documents/247904/690755/Sentinel\\_Data\\_Legal\\_Notice](https://sentinels.copernicus.eu/documents/247904/690755/Sentinel_Data_Legal_Notice)
2. Any entry must be original work of the participant and it must not infringe the rights of third parties including copyright, trademark, trade secrets, privacy, publicity, personal or proprietary rights.
3. As long as the image is a derivative creative work, the participant agrees to transfer to CloudFerro, free of charge, all proprietary intellectual rights belonging to the participant of any manner, display, publish (especially in the calendar published by CloudFerro for 2021), transmit, copy, edit, alter, store, re-format, entering into computer memory and placing on the Internet and any accompanying materials for any legitimate purposes, including, but not limited to, marketing, publicity, advertising and presentations for the purpose of the Competition. Should CloudFerro not use the specific creative work until 30 June 2021, the rights return to the participant.
4. Full copyright title shall be retained by the author of any entry. By submitting the Competition entry and any accompanying material the participant agrees CloudFerro makes the entry available on its website <https://cloudferro.com/> or its Facebook fan pages <https://www.facebook.com/cloudferro> and <https://www.facebook.com/creodias.eu/> with name, nationality and optionally surname of the participant of the entry in connection with any publicity of the Competition or otherwise.
5. The participant agree to indemnify CloudFerro and keep CloudFerro indemnified against any loss, damage, injury or expense suffered by CloudFerro as a result of the participants entry to the Competition, including (but not limited to) any claim of infringement of intellectual property rights made by any third party.

#### **§6 The Competition prize**

1. The Competition prize comprises of:
  - a. High quality tablet and two hundred (200) euros credit for cloud services available on CREODIAS platform constituting the main prize awarded for the author of the photo with the highest number of votes gained on PollUnit platform.
  - b. High quality smart watch and two hundred (200) euros credit for cloud services available on CREODIAS platform constituting the second prize awarded for the author of the photo with the second highest number of votes gained on PollUnit platform.
  - c. High quality wireless headphones and two hundred (200) euros credit for cloud services available on CREODIAS platform constituting the third prize awarded the author of the photo with the third highest number of votes gained on PollUnit platform.

- d. Two hundred (200) euros credit for cloud services available on CREODIAS platform and a set of CloudFerro gadgets for the remaining 10 winners.
  - e. publishing the selected picture in the 2021 calendar with the authors name, nationality and optionally surname.
2. The Competition prize will be transferred to the winners through/by mail. CloudFerro will contact the winners directly in order to organize the prize delivery on receipt of their contact details provided by the participants. Free credit tickets will be allocated to the winners accounts on CREODIAS platform, after their registration.
  3. CloudFerro is not responsible for the impossibility to deliver the Competition prize to the winners.
  4. The Competition prize is tax free in accordance with Article 21(1)(68) of the Polish Act on Exceptions from income tax (Dz.U.2020.0.1426).

### **§7 Data Protection**

1. When you participate in the Competition, CloudFerro processes your personal data as a Controller pursuant to Art. 4 paragraph 7 of the General Data Protection Regulation (GDPR).
2. The following information is intended to explain how CloudFerro obtain information and what CloudFerro do with this information due to execution of the Competition. If anything is unclear for you or casts your doubts, please contact us on: <https://cloudferro.com>.

#### **I. Categories of personal data**

3. The scope of personal data processed by CloudFerro is limited to this necessary for the purpose of executing the Competition. The categories of personal data CloudFerro process are in particular:
  - a) identity provided in the registration form, including name, surname, e-mail address and nationality,
  - b) contact details, including correspondence address, telephone number or other contact details provided by participant.

#### **II. Purposes and legal basis**

4. CloudFerro process personal data of the participants in the Competition in purposes to implement our legitimate interest, in accordance with Article 6.1. f GDPR, for:
  - a) registration of the entries and verification of the participant's entries
  - b) selecting and awarding the winners
  - c) establishing, pursuing or defending claims;
5. Providing your personal data is voluntary, however, sometimes it may be necessary for purposes regarding our cooperation, e.g. necessary to take part in the Competition as the participant. This means that failure to provide your personal data may sometimes constitute basis for CloudFerro's refusal to cooperate or for taking legal action to resolve issue.

#### **III. Retention period**

6. As a general rule, personal data will be processed only as long as it is necessary due to the purpose for which your personal data is processed, namely, to fulfil our legitimate interest, your personal data will be processed until the objection is made or the purpose for which they were processed is achieved.
7. In order to perform the Competition, the CloudFerro will keep the personal data for the duration of the Competition. The personal data of the winners will be kept for a period of up to 6 years after termination of the Competition, which results from tax regulations and the limitation period for certain claims.

8. These retention periods may be subject to an appropriate and necessary extension in case of any claims and court proceedings - for the duration of these proceedings and their settlement - as well as if the law in certain cases obliges us to process them longer.

#### **IV. Categories of recipients**

9. Access to your personal data is gained only by:
  - a) authorized employees or associates of the CloudFerro who are obliged not to disclose the personal data and not to use them for purposes other than those for which we obtained Participant's personal data;
  - b) entities that support us in providing of services, i.e. entities providing advisory, auditing, accounting, tax and legal, debt collection, IT, banking, archiving and destruction of documents, marketing services; entities providing parcel and mail delivery services, entities that you can use when using our services, i.e. entities that operate payments.
  - c) Blutvoll Media Agentur UG – voting platform provider
10. We may also be required to provide certain information to public authorities for the purposes of proceedings conducted by these authorities. In this case, information is provided only if there is a proper legal basis for it.
11. CloudFerro is committed to protecting and respecting your privacy and will only use your personal information in accordance with these Conditions. For more information about how CloudFerro process personal data, in specially about your right please visit: <https://cloudferro.com/en/privacy-policy/>

#### **§8 Complain procedure**

1. Complains of participants regarding the Competition may be submitted via email: [communication@cloudferro.com](mailto:communication@cloudferro.com) within 30 days after the announcement of the winners.
2. CloudFerro will consider such complain within 30 days.

#### **§9 Governing Law**

1. The Competition will be governed by the Polish law and entrants to the prize draw submit to the jurisdiction of the Polish courts.
2. CloudFerro reserves the right to update Conditions at any time and from time to time to modify or discontinue, temporarily or permanently with or without prior notice due to reasons outside its reasonable control and any updated version will be effective as soon as it is published on CloudFerro website
3. To the maximum extent permitted by law, CloudFerro excludes its liability for any loss, damage, injury, cost or expense suffered by the participant, whether directly or indirectly and howsoever caused, in connection with the Competition and use of any prize.
4. In case of an emergence of the claim participants have the right to use amicable settlement of disputes.