**Terms and conditions of participation for the „Winter competition” of the British Council Hungary, 20.01.2024.**

**Please read the rules carefully and only participate in the game if you agree with what is described below.**

**1. The organizer and operator of the Game**

The promotional game called “60th Anniversary Facebook Game” published on the British Council Hungary Facebook page - hereinafter: Game - is organized and operated by:

THE BRITISH COUNCIL HUNGARY, 1075 Budapest, Madách Imre út 13-14. Hungary

Tax number: 30057854-1-51

**2. Who can participate in the game?**

The Competition is open to children from 7 to 17 years old, hereinafter referred to as "**Participants**". Minors, as persons who do not have full legal capacity, may take part in the Competition provided that they obtain the consent of their legal guardian or statutory representative to participate in the Competition.

Participants must be current students of the British Council Hungary.

Participation in the competition is voluntary and free of charge.

Employees of the organizer in relation to the Game (hereinafter: Agents), as well as close relatives of such persons according to Art. 8:1. § (1) point 1 of the Civil Code may not participate in the Game.

By participating, the Participant acknowledges that they have fully familiarized themselves with these Terms and conditions and accept them unconditionally.

If the Participant does not accept these terms and conditions or any of its provisions, and raises an objection in relation to it, they are not entitled to participate in the Competition and will be automatically excluded from the competition.

The Competition is conducted in accordance with these Terms and Conditions including any action to participate. If the rules do not regulate an issue, then the relevant provisions of the applicable legislation must be applied.

**3. Duration and course of the game**

Duration of the game: 20.01.2024. – 03.02.2024

The competition will be published on the Organiser's website at www.britishcouncil.hu.

The competition runs for two weeks.

The subject of the competition task is to create, using any artistic technique, an original work presenting what aspect of winter the participant likes most or what this season they associated it with, and deliver it to the headquarters of the Organiser in Budapest or send a photo showing the competition entry work (hereinafter referred to as the “Work”) with a minimum resolution of 300 dpi in JPG, JPEG, PNG format to the Organiser via e-mail sent to helga.metercsik@britishcouncil.org with the message subject “Winter Competition.”

Only entries submitted to the headquarters of the British Council Hungary in Budapest or sent by e-mail to helga.metercsik@britishcouncil.org and including the completed "Competition Entry Form" attached to the Rules will be accepted.

Works that do not meet the criteria set out in the rules will not be considered in the evaluation process.

By delivering any Work in person or by e-mail to the Organisers in the manner specified in section 1 above Participant:

1. declares that he is the creator of the Photo within the meaning of the Act of Copyright and Related Rights of December 1, 2000, and that he/she is entitled to all copyrights and related rights to this Work, or even though he is not the creator of the Work – he/she is entitled to granting licenses and permits referred to in the Regulations,
2. consents to the publication of the Competition Works on the website ww.britishcouncil.hu, if he/she is declared one of the winners of the Competition,
3. undertakes to grant the Organisers a free, unlimited in time and territorial license to use the submitted Work in the following fields of exploitation: (i) in the field of recording and reproducing the Work - producing copies of the work using a specific technique, including printing, reprographic, magnetic recording and digital technology, in particular for use in promotional materials; (ii) in the scope of trade in the original or copies on which the work was recorded - lending or renting the original or copies; (iii) in the scope of publishing the work in a manner other than that specified above - making the work publicly available in such a way that everyone can have access to it in a place and at a time of their choosing, in particular via the Internet (in particular publishing the work on the Organiser's fan pages on Facebook and websites selected by the Organiser). By granting the license, the Participant consents to the Organiser exercising derivative copyrights to the work.
4. declares that it has all the necessary and irrevocable consents of the persons whose image was used to create the competition float, including consent to the publication of their image, in particular to the use by the Organiser in the scope referred to above;
5. undertakes to satisfy all claims of the Organiser due to legal defects of the submitted Works. In particular, this applies to claims by third parties for infringement of their personal rights, personal copyrights, property rights and related rights. In the event that such claims are satisfied by any Organiser or they are awarded by the Organiser, the Participant undertakes to reimburse the Organiser the amount corresponding to these claims and all related costs and expenses, including the costs of legal (litigation) representation. The Participant also undertakes to join, at his/her own expense and at the request of the Organiser or a competent authority, any court, arbitration or other proceedings pending with their participation and arising from the circumstances related to sending the work and using it in accordance with the Regulations by the Organiser.
6. The entry to the Competition should meet the requirements specified in the Regulations, and in particular, include the name and surname, correspondence address, telephone number, e-mail address of the Participant and the consent of the parent/legal guardian to participate in the competition.
7. Competition entries that do not meet the requirements set out in the Regulations, in particular those not submitted on time, incomplete or illegible, are invalid and will be excluded from the Competition. The Competition will not include entries containing content considered vulgar or offensive or violating the personal rights or rights of third parties. The Organiser have the right to remove Works that present content generally considered vulgar or offensive or violating the personal rights or rights of third parties.
8. It is unacceptable to submit works to the Competition that:
   1. violate the rights of third parties, in particular copyright and related rights,
   2. contain content that is unlawful or in breach of decency, in particular offensive, vulgar, pornographic content that promotes violence, racial or religious hatred,
   3. contain advertising messages,
   4. are spam or unsolicited commercial information,
   5. contain corrupt files or viruses,
   6. contain links to other websites, in particular websites containing the content referred to above.

After the deadline (03.02.2024) for submitting competition works, the competition committee appointed by the Organiser ("Competition Committee") will evaluate all submitted Photos and select from all Participants: One Main Prize Winner and 2 Winners of additional awards from each category (category Primary Plus and Secondary Plus)

The criteria used by the Competition Committee to select the winners and the main prizes to be awarded by the Competition Committee to the winners will be based on the originality, creativity and artistic merit of the works submitted to the competition.

**4. Prizes, winners**

Three winners will be drawn. The winners will be eligible to win the following prizes:

Main Prize for taking first place in the competition is a 10 000 HUF voucher to Bookline bookstores.

Prize for taking 2nd place is 15% discount on one week of summer course for children and teenagers, taking place at the British Council Hungary’s Premises at Budapest. The decision to choose a date of the summer course must be made by the Main Prize Winner by June 10, 2024 and communicated to the Organizer. If a decision is not made within the specified period, the Main Prize in the form of a discount on the holiday course will be forfeited.

The prize for the third-place winner of the competition is a backpack with the British Council Hungary logo and a colored pencil worth 5000 Ft.

Prizes will be distributed at the Organiser's office in Budapest. The prizes can be collected at the Organiser's office within 14 days after the official announcement of the competition results, until 21.2.2024.

The Organiser does not ensure the transfer of the right to the prize to another participant if the prize is not taken by the winner of the Competition.

The prize cannot be exchanged for cash or transferred.

The winner is not entitled to receive the prize if:

* There is clear evidence that an attempt to influence the course/results of the Competition in any way is intentional.
* He/She violates any of the provisions of these Rules.

If the Participant fails to provide the personal data required to send the prize and to account for the taxes, or if the Participant does not consent (including by withdrawing consent) to the Organiser's processing of the Participant's personal data as set out below, the winners of the Contest will lose the right to receive the prize in the Contest.

**5. Notification of winners**

The Organiser will consult with the winner on how to identify him/herself, the details of the prize collection and will ask for the personal data necessary to collect the prize and deduct any applicable taxes.

**6. Competition Committee**

The tasks of the Competition Committee include ensuring the proper conduct of the Competition, and in particular:

1. selecting the winners of the entire Competition and ensuring the awarding of prizes,

2. ensuring the compliance of the selection of winners, including the winner of prizes in the Competition, and the awarding of prizes in accordance with the Regulations and the principles of full reliability of the activities carried out,

3. proper marking and protection of Participants' data,

4. signing a protocol containing a description of the activities of awarding prizes in the Competition,,

5. participation in any complaint proceedings,

6. making decisions on matters in which doubts arise regarding the Competition, including those regarding the interpretation of the provisions of the Regulations.

**7. Delivery of Prizes**

Participants are obliged to cooperate to receive the prizes. If they fail to do so and the prize is not collected for this reason, the prize may no longer be collected, and the Organiser shall have no liability whatsoever in this respect.

**8. Responsibility of the Organizer**

The Organizer excludes its responsibility for the provision of incorrect, inaccurate or incomplete data by the Participants, as well as for the loss of the notification sent to the winner electronically for which they cannot be blamed, or the unsuccessful delivery for other reasons, and with respect to damages suffered by the Participant or any third party resulting from its delay.

**9. Data Management Policy and data protection**

This Data Management Policy provides information about data management purposes, the legal basis of data management, the duration, and recipients as well as about the rights and legal remedies of the participants in the Competition in relation to data management.

The Data Management Policy is an integral part of the "Winter Competiton" Rules, i.e. an appendix. Concepts not defined separately in this Data Management Policy have the meanings already defined in the Game Rules.

**By participating in the Competition, the Participant acknowledges that they have read and accepted the provisions of the Competition Rules and the Data Management Policy.**

**9.1. Identity and contact details of data controller and data processor**

Data controller:

Company name: British Council Hungary

Headquarters: 1075 Budapest, Madách Imre út 13-14., Hungary

Tax number: 30057854-1-51

**9.2. The scope of personal data handled, the legal basis and purpose of data management**

|  |  |  |
| --- | --- | --- |
| **Managed data and data management** | **Purpose of data management** | **Legal basis of data management** |
| Disclosure of the Winner's (the person of whom you are the statutory representative) name | Ensuring transparency | - We publish the name of the relevant Winner in a legitimate interest in order to ensure the purity and integrity of the Game. [Based on Article 6(1)(f) GDPR] |
| Management of the Winner's (the person of whom you are the statutory representative) data (name, email address) | Administration related to the winner and delivery of the prize | Fulfillment of agreement in accordance with the provisions of the Promotional Game Rules based on Article 6 (1) b) of the GDPR |
| Management of the Winner's (the person of whom you are the statutory representative) data (name, and other data provided for in applicable legal regulations) | Fulfilling the tax payment obligation related to the prize. | Fulfillment of legal obligations, CL of 2017 on the taxation system. Act, Act C of 2000 on accounting, Act CXVII of 1995 on personal income tax. according to the law. |

**9.3. Data retention period**

The data received during the Competition is processed by the Data Controller only until the goal is achieved and for the period specified by law, the following table shows the duration of the data management:

|  |  |
| --- | --- |
| **Managed data** | **Period** |
| Winner's name, email address and other data provided for applicable legal regulations | Based on Act C. of 2000 on accounting, for 8 years |
| Management of the Winner's data (name, and other data provided for in applicable legal regulations ) | duration provided for in CL of 2017 on the taxation system. Act, Act C of 2000 on accounting, Act CXVII of 1995 on personal income tax.. |

**9.4. Data transmission, the recipient of the transmission**

The personal data will not be transferred to a third party without the prior information and permission of the Player, excluding the cases specified in the legislation. For the sake of legal obligations (tax assessment and tax payment), the Data Controller may forward the data of the Winners to the competent NAV (Hungarian National Tax Authority).

In the event of a legal dispute, the data of the Player concerned will be forwarded to the legal representatives and consultants cooperating with the Data Controller.

**9.5. Participants' rights related to data management, legal remedy**

Participants' rights related to data management.

The Participant may exercise his rights related to the data management of his personal data managed on the basis of this Data Management Information Sheet by sending a request to the Data Controller via e-mail to the e-mail address [information@britishcouncil.hu](mailto:azinformation@britishcouncil.hu).

The Participant has the right of access to the personal data processed by the Data Controller in connection with the Competition according to Article 15-21 of the GDPR, i.e. they are entitled to receive feedback from the Data Controller as to whether their personal data is being processed. If the Participant's personal data is being processed, they are entitled to receive information about the data management related to them, including the categories of their personal data being managed.

The Participant is entitled to have inaccurate personal data corrected by the Data Controller without undue delay upon request. Taking into account the purpose of data management, the Participant is entitled to request the addition of incomplete personal data, including by means of a supplementary statement.

The Participant is entitled to have the Data Controller delete their personal data without undue delay upon request. In this case, the Data Controller is obliged to delete the personal data without undue delay, provided that, for example, the personal data are no longer needed for the purpose for which they were collected or otherwise processed. The deletion of the Participant's personal data must be carried out even if the Participant objects to the data processing and there is no overriding legal reason for the data processing on the part of the Data Controller or a third party. The Data Controller is obliged to delete the personal data even if the personal data has been unlawfully handled, or the personal data must be deleted to fulfill a legal obligation prescribed by EU or Hungarian law applicable to the Data Controller.

The Participant is entitled to have the Data Controller restrict data processing upon request if they dispute the accuracy of the personal data, in which case the restriction applies to the period of time that allows the Data Controller to check the accuracy of the personal data. Data management must also be restricted in the event that the data management is illegal and the Participant opposes the deletion of the data and instead requests the restriction of their use, and also in the event that the Data Controller no longer needs the personal data for the purpose of data management, but the data subject requires them to submit, enforce or defend legal claims. Data processing must also be restricted if the Participant has objected to data processing; in the latter case, the restriction applies to the period until it is determined whether the legitimate reasons of the Data Controller take precedence over the legitimate reasons of the Participant.

The Participant is entitled to receive the personal data relating to them, which they have provided to the Data Controller, in a segmented, widely used, machine-readable format.

**The Participant is entitled to object at any time to the processing of their personal data on grounds related to their own situation if the legal basis of the processing is the legitimate interest of the data controller or a third party.**

**Legal remedy**

The Participant may exercise the rights contained in the point of this Data Management information regarding data management by means of a written request sent to the Data Controller by post to the address of the registered office or electronically to the [information@britishcouncil.hu](mailto:azinformation@britishcouncil.hu).

The Participant shall have the right to lodge a complaint with the supervisory authority, in the Member State of his/her habitual residence, place of work or place of the alleged infringement, if he/she considers that the processing of personal data concerning him/her infringes data protection legislation. The complaint can be lodged with the National Authority for Data Protection and Freedom of Information:

National Data Protection and Freedom of Information Authority

Headquarters: 1055 Budapest, Falk Miksa utca 9-11.

Postal address: 1363 Budapest, Pf. 9.

Website address: http://www.naih.hu,

E-mail address: ugyfelszolgalat@naih.hu

The Participant has the right to appeal to the court against the NAIH's decision regarding the complaint.

The Participant may directly approach the court against the Data Controller if, in their opinion, the Data Controller handles the personal data provided to them in violation of the regulations on the handling of personal data, as defined in the law or in the mandatory legal act of the European Union. According to the Participant's choice, the case will be handled by the competent court according to the place of residence or stay.

**Responsibility**

We inform the Participants, as stakeholders, that we reserve the right to unilaterally modify our Data Management Policy, so please always check the current content of our Data Management Policy.

Dated: Budapest, 20.01.2024.

British Council Hungary

Data Controller

Annex No. 1 to the Regulations

**Application form for the British Council Hungary’s Competition, “Winter Competition”**

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| --- | --- |
| NAME AND SURNAME OF THE AUTHOR AND AGE OF THE AUTHOR | ..................................................................................................................................................................................……………………………………………………………………………………………………. |
| WORK TITLE | ..................................................................................................................................................................................……………………………………………………………………………………………………. |
| NAME AND SURNAME OF PARENT/LEGAL GUARDIAN | ..................................................................................................................................................................................……………………………………………………………………………………………………. |
| PHONE, EMAIL ADDRESS AND RESIDENTIAL ADDRESS OF THE PARENT/LEGAL GUARDIAN OF THE AUTHOR OF THE WORK | ..................................................................................................................................................................................……………………………………………………………………………………………………. |

As the author of the work/parent/legal guardian of the author of the work, I declare that:

1) I consent to my participation / participation of my child / ward in the competition organized by the British Council Hungary, in particular to submit his/her work in the aforementioned competition;

2) I have read the Competition Regulations and agree to their provisions and accept the described competition rules;

3) I confirm that the author of the work meets all the conditions that entitle him to participate in the competition, I give the necessary consents, in particular those indicated below; I also declare that the submitted photographic work is new and original, i.e. my own work, with full copyright to the work indicated in the application by the author of the work.

4) the submitted work does not violate the rights of third parties or applicable law. I also declare that I accept full legal responsibility in the event of not having the authority to submit my work to the competition and violating the copyrights and/or personal rights of third parties.

5) I have read the information clause contained in the Regulations.

6) I am aware that providing the data is voluntary and that I have been informed about the right to access the provided data and the possibility of correcting it;

7) I consent to the name and surname of the child - author of the work being made public in all information about the competition and its results as well as publications and printed materials in connection with the organization of the competition, including publications in electronic media, on websites, in the media social media, at exhibitions, etc.;

8) I consent to the processing of personal data of the child - the author of the work included in the application - by the Competition Organiser, in the scope of maintaining competition documentation and implementing the competition. Expressing consent is voluntary, but lack of consent will prevent participation in the Competition. This consent is not limited in time or territory and is provided free of charge;

9) I consent to the Organiser using the submitted work of the child - the author of the work, as well as its publication, in particular for competition purposes;

10) upon submitting the competition work to the Competition Organiser, the participant grants a free license, without time or territorial limits, to use the submitted work in the following fields of exploitation: (i) in the field of recording and reproducing the work - producing copies of the work using a specific technique, including printing techniques , reprographic, magnetic recording and digital technology, in particular for use in promotional materials; (ii) in the scope of trade of the original or copies on which the work was recorded - lending or renting the original or copies; (iii) in the scope of publishing the work in a manner other than that specified above - making the work publicly available in such a way that everyone can have access to it in a place and at a time of their choosing, in particular via the Internet (in particular publishing the work on the Organiser's fan pages on Facebook and websites selected by the Organiser). By granting the license, the Participant consents to the Organiser exercising derivative copyrights to the work.

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Date, place and legible signature of the parent or legal guardian of the author of the work