

Terms & Conditions

Rules of Contest¹

01. The #BeActive Awards 2020 (hereafter referred to as the 'Awards') are organised and owned by the European Commission (EC), Directorate-General for Education, Youth, Sport and Culture (DG EAC), as announced in the C(2019)5823 of 7 August 2019².
02. Projects/initiatives have to be presented exclusively by the National Coordinating Bodies (NCBs) of the European Week of Sport (EWOs)³. Entries will not be accepted from any third parties not explicitly invited to participate by NCBs. These entities submitting entries shall be considered as "the applicants" in this contest. Entities/individuals whose projects/initiatives are presented shall be considered as "the participants".
03. The Awards are structured according to three categories as follows:
 - #BeActive Education Award
 - #BeActive Workplace Award
 - #BeActive Local Hero Award
04. In total, EUR 45.000 will be given to 9 winning projects/initiatives. The "winner" of each category will receive a prize of EUR 10.000. Each of 6 "finalists" (2 for each category) will receive a prize of EUR 2.500.
05. The contest concerns any organisation, public authority or individual, which has successfully developed a sport project aimed at promoting sport and physical activity in the spirit of the European Week of Sport. Entries for the #BeActive Local Hero Award only concern natural persons aged over 18. Projects that are still in the development phase and have not yet been implemented are not eligible. Ongoing projects are eligible.

¹ This contest is regulated under the Title IX Prizes of the Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, OJ-L 193/30.07.2018, p.1

² https://ec.europa.eu/programmes/erasmus-plus/resources/documents/2020-annual-work-programme-implementation-erasmus-c2019-5823_en

³ The identity and coordinates of all National Coordinating Bodies of every EWOs Country and Region can be found at the following web page by clicking in each National website.
https://ec.europa.eu/sport/week/countries_en?fbclid=IwAR07_lh0RsWbHpYY0UebV1mh7R9VgeQ_zSkPCxI9A7He8-6uzyAu9Z4jFEA



06. Please be aware that following the entry into force of the EU-UK Withdrawal Agreement⁴ on 1 February 2020 and in particular Articles 127(6), 137 and 138, the references to natural or legal persons residing or established in a Member State of the European Union are to be understood as including natural or legal persons residing or established in the United Kingdom. UK residents and entities are therefore eligible to participate under this contest.
07. All entry forms for either award must be signed by an authorised person representing the NCB.
08. The period for the submission of entries will run until **17:00 (Brussels local time) 24 July 2020**. After this date, no further entries will be accepted.
09. Entries must be readable, accessible and printable, completed in one of the EU languages, preferably in English. Entries must be sent to EAC-SPORT-EWOS@ec.europa.eu, ideally with one email per entry. Failure to comply with those requirements will lead to rejection of the entry.
10. The EC accepts no responsibility for entries that were sent but not received, for whatever reason, before the deadline for the submission indicated in point 8. Proof of sending is not a proof of receipt of an entry form. The EC will acknowledge all entries received by replying to emails containing entries.
11. The EC will not enter into any correspondence with the applicants and participants concerning the Awards until the announcement of results.
12. The EC will contact nine successful participants, by sending an email to the address connected with their entry form. Any change in the addresses, phone numbers or e-mails of applicants/participants must be notified in writing to the EC. The EC will not be held responsible in the event that it cannot contact an applicant/participant. In that case, the EC reserves the right to award the prize to the next eligible entry selected by the jury.
13. For each application, a duly signed Declaration on honour must be provided, certifying that the participant is not in one of the situations referred to in Articles 136(1) and 141 of the Financial Regulation⁵, by filling in the relevant form attached to the entry form. A person or an entity that is in one or more of the exclusion situations described in the Declaration on Honour shall be excluded from participating in this competition. A participant who fulfils any of the grounds for rejection from article 141 FR shall be rejected from an award procedure.
14. The prizes will be awarded to the entries that best address the following cumulative award criteria: Relevance; Quality; Impact.
 - Relevance of the project (35 points): under this criterion, projects will be assessed on the basis on the extent to which they contribute to the general objective to support the adoption of an active lifestyle;

⁴ *Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community*

⁵ Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, OJ-L 193/30.07.2018, p.1



- Quality of the project (35 points): under this criterion, projects will be assessed according to the quality of the overall design of the activities described and the methodology used to implement them;
 - Impact of the project (30 points): under this criterion projects will be assessed on the basis of the impact and sustainability of the described activities; the extent to which the activities will be carried out also after the end of the project, including the impact of the project on the participants and their communities.
15. The prize money will be paid to each of the winners and the finalists in one instalment after the award ceremony by bank transfer, provided all the requested documents have been submitted.⁶ The legal entity validation and bank account details of the 9 winning projects/initiatives may be requested from their legal representatives before or after the notification of the decision to award the prize.
 16. The prizes are not transferrable, non-refundable, and non-negotiable. The amount of the prize will not be linked to any costs incurred by the winners/finalists. Winners/finalists are responsible for any and all costs or arrangements required to redeem the award, including travel documents, passports, visas, and medical costs. In addition, the participants hereby agree and accept that by winning, the participant may incur taxes, duties or other levies including but not limited to any award tax, under any applicable laws and regulations. The participants hereby accept to bear any such tax, duty or other levy on behalf of participant or any accompanying guest.
 17. All applicants and participants must process personal data in compliance with the applicable EU and national law on data protection (including authorisation or notification requirements, if any).
 18. All applicants, finalists and winners must confirm that they agree to participate in media and publicity activity related to the #BeActive Awards and their nomination. This includes, but is not restricted to, an awards brochure, press release, possible media interviews and use of images and quotes on the EWoS website and social media channels.
 19. Participants grant the European Union a non-exclusive, royalty-free, perpetual, transferable, sub-licensable, worldwide licence to use the submitted materials in relation to this Contest, the European Week of Sport and the Erasmus+ Programme. The licence includes the rights to use, edit, reproduce, distribute, modify, copy, publicly communicate (including on social media and websites), store, translate, and create derivative works. Winners and finalists may be asked to sign a licence agreement. All participants including the winners and finalists retain full ownership of the intellectual property rights related to the text, videos and images or other material submitted to the EC as part of the application to this Contest. By submitting text, videos, images or other material, participants represent and warrant that they are the sole authors and right holders of the submitted materials and that they do not violate any copyright, right of privacy, image right, or any other right of any third party. Participants assume full responsibility for any damage or loss due to their violation of third parties' rights.

⁶ Legal entity form and Bank account form

(http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm)



If the submitted materials contain third party works (i.e. works that have not been fully authored by participants or which were copied/reproduced from another source), participants will declare to have obtained all the necessary rights and authorisations, which permit the European Union to use the submitted materials as specified above. Participants will also declare and warrant that they have received permission from all persons appearing in the submitted materials and that those materials can be published for the purpose of this Contest. The EC has the right to request evidence of third parties' rights clearance, such as model release forms or copyright authorisations, at any time.

20. All applicants and participants must take all measures to prevent any situation where the impartial and objective award of the prize is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ("conflict of interests"). They must inform the EC without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation. The EC may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.
21. The EC shall not be held liable for any damage caused or sustained by any of the participants or to third parties as a consequence of or during the implementation of the activities related to the contest.
22. The participants accept that, if they are awarded a prize, the EC, the European Anti-Fraud Office and the Court of Auditors may carry out checks and audits in relation to the contest and the received prize.
23. The contest is governed by the applicable Union law complemented, where necessary, by the law of Belgium. The General Court or, on appeal, the Court of Justice of the European Union, shall have sole jurisdiction to hear any dispute between the Union and any participant concerning the interpretation, application or validity of the rules of this contest, if such dispute cannot be settled amicably.
For participants that are International organisations such disputes with the EC relating to the Contest must - if they cannot be settled amicably- be referred to arbitration. The Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of entry into force of the Contest will apply.

Disclaimer

Submitting an entry to this contest constitutes acceptance of these Rules of contest as well as the terms of the specific privacy statement.

The European Commission reserves the right to amend or alter these Rules of contest, as well as the terms of the specific privacy statement, at any time, and undertakes to update them on the web page of the contest, as well as endeavoring to inform applicants of the changes.

