



EUROPEAN COMMISSION

## **“Taste the Ocean” competition**

### **Terms and conditions**

#### **1. Theme of the competition**

The European Union (EU) invites you to participate in the ‘Taste the Ocean’ competition, which promotes a more conscious approach to eating fish and seafood, by showcasing the simplicity of cooking fish and seafood in a sustainable way.

#### **2. Sponsor and administrator**

This Competition is sponsored by the European Commission - Directorate-General for Maritime Affairs and Fisheries (the “Sponsor” or DG MARE) and administered by ICF Next S.A. (“Administrator”) on behalf of the European Commission.

#### **3. Binding agreement**

Each person (each a “Participant” or “you”) who uploads a photo and/or video to their Instagram or Facebook account (each a “Publication”) with the hashtag #TasteTheOceanContest during the below Competition Period and tags @ourocean\_eu on Instagram or EU Maritime & Fish on Facebook are entering into the Competition, which is governed by these Official Rules (“Rules”).

Each Participant should read these Rules before submitting the photo(s) and/or video(s) to ensure understanding and agreement. By entering this competition, you automatically agree on the Rules and the Privacy Statement (Article 12 below)

#### **4. How to participate**

Instagram and Facebook users can participate in the competition by posting a visual or video of their own recipe that includes fish and seafood (either fresh or frozen).

- On Instagram, to enter the competition, your Instagram profile needs to be public and you must use the hashtag #TasteTheOceanContest and tag @ourocean\_eu
- On Facebook, to enter the competition, your Facebook posts including the recipe(s) need to be public and you must use the hashtag #TasteTheOceanContest and tag EU Maritime & Fish. Participants are encouraged to choose local, seasonable and sustainable fish and seafood in their recipes. Using algae can be a plus.

In order to enter the Competition, Participants must:

- Upload at least one (1) photo or one (1) video on their Instagram or Facebook account. There is no limit to the number of photos/videos they submit. Participants can only win one Prize.
- Use #TasteTheOceanContest.
- Tag @ourocean\_eu on Instagram or EU Maritime & Fish on Facebook on their post (either on the photo/video or in the text)
- Make sure any video has a maximum duration of 1 minute.
- Comply with all Competition Rules.

The pictures and videos submitted may be displayed on DG MARE’s social media accounts as story and/or story highlights.

## **5. Competition period**

The Competition begins at 00:01 Central European Time ("CET") on 15 April 2024 and ends at 23:59 CET on 29 April 2024. Sponsor's clock shall be the official device for the Competition. PARTICIPANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTION.

## **6. Eligibility**

The competition is open to all citizens living in an EU Member State, who are 18 years old or older. Participants may be required to provide additional documentation to verify their eligibility.

In addition, the following individuals/entities are not eligible to participate:

- Any affiliates of the Sponsor or any employees of Sponsor or its affiliates and their immediate family and household members.
- Professional chefs, including those involved in previous editions of the TasteTheOcean campaigns.

## **7. Prize(s)**

3 winners will receive:

- One (1) 300 EUR voucher for a seafood restaurant of their choice, subject to the approval of DG MARE. The Administrator will be responsible for obtaining the voucher with the restaurant, while the winners will be responsible for selecting the restaurant and confirming the name to the Administrator.

3 other winners will receive:

- One (1) basket including seafood products, worth 200 EUR (including shipping fees). DG MARE will be responsible for the selection of the products, while the Administrator will be responsible for purchasing the products and shipping them to the winners.

This Competition, Sponsor and/or Administrator is not connected, sponsored by, endorsed by, affiliated or associated with any of the vouchers providers (e.g. seafood restaurants). Sponsor and/or Administrator reserve the right, in their sole discretion to choose/change vouchers, subject to their availability.

## **8. Selection of competition winners & notification**

The 20 best entries from the public (most visually aesthetic and including sustainable, simple and original recipes) relevant to the competition theme will go into the next round.

The 6 winners will be selected randomly among those (up to) 20 participants pre-selected through a dependable tool using a random selection process.

DG MARE will contact the Winners with a private message on Instagram or Facebook. Participants should keep an eye on their incoming notifications. ICF Next S.A. will then follow up with the prizes.

If any potential Winner fails to respond to Sponsor's message within seven (7) calendar days, Sponsor and/or Administrator reserves the right to choose a different potential Competition Winner based upon the same criteria listed above. If no entries are received, no prizes will be awarded. DETERMINATIONS OF SPONSOR ARE FINAL AND BINDING.

## **9. Submission requirements and restrictions**

Each Participant must ensure that:

- The Social Share does not:
  - infringe any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligations, or otherwise violate applicable laws.
  - include any personal data of a third party such as name, address, phone number, email address, or pictures/videos which allow to recognise an individual person other than the Participant.

- include material that violates another’s rights (living or deceased), including but not limited to privacy or publicity.
  - disparage Sponsor, Administrator or any other person or party affiliated with the Competition.
  - contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous or other objectionable material.
  - contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
  - contain any references to alcohol, tobacco, drug paraphernalia, firearms, or any description or representation thereof.
  - contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Social Share is created.
  - have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.
- Participant warrants and represents:
    - the Social Share conforms with the applicable social media platform’s format and size requirements and limitations.
    - the Social Share is Participant’s own, wholly original work, and is the Participant’s own creation and Participant warrants that he/she has secured all necessary rights relating to its use and the use of the content in the Social Share.
    - the Social Share verbal or written content (if any) is in one of the 24 EU languages (except for the hashtags which needs to remain in English, as per the instructions).
    - the Social Share is created from Participant’s own camera equipment used to take the Social Share prior to entering this Competition; and the Participant is not a professional photographer.
    - The Social Share is not over-edited. Basic cropping, colour correction and retouching are acceptable. Special effects, computer-generated images and other heavy modifications should be avoided.
    - photos are in either a .JPG, .JPEG, .PNG or .GIF file.
    - the Participant has obtained any and all permissions, if any are required, prior to Social Share entry and that Participant may legally grant all permissions contained within these Rules to Sponsor.
    - where, the Social Share contains an owner or licensor’s intellectual property, the Participant will submit the signed permissive use release within the photo licence document within the time specified.
    - Participant will retain any permissive use releases in a safe place for the period of the Competition up to 6 months or until they receive a message from the organising body, stating they are free of this obligation. Only the Winners must separately sign the authorisation and licences form of the European Commission Audiovisual Service for deposit of the pictures into the Audiovisual Services Photo Archive.

Participant agrees that the interpretation of each of the above Restrictions shall be subject to Administrator’s or Sponsor’s sole discretion. Administrator and/or Sponsor are not responsible for any lost, late, incomplete, or other Social Share that does not comply with these Official Competition Rules. Content that does not comply with these official Competition rules will be disqualified.

Multiple Participants are not permitted to share the same social media account. Any attempt by any Participant to receive more than the stated number of Prize(s) by using multiple/different email addresses, social media accounts, identities, registrations and logins, or any other methods, as determined by Administrator or Sponsor in its sole discretion, may void all of that Participant’s Submissions and that Participant may be disqualified from this Competition and any of the Sponsor's other promotions. In the event of a dispute as to the owner of any Social Share, the authorized account holder of the social media account will be deemed to be the Participant. The "authorized account holder" is the natural person assigned an Instagram or Facebook account by the entity

responsible for doing, i.e. Meta Platforms, Inc. Each Participant may be required to show proof of being the authorized account holder.

CAUTION: ANY ATTEMPT BY ANY ENTRANT, PERSON, OR ENTITY TO UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE IN VIOLATION OF CRIMINAL OR CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

#### **10. Permissive use**

You grant Sponsor and/or Administrator and any related affiliates or agents, the non-exclusive, unlimited, worldwide, perpetual, irrevocable, and royalty-free right, licence, privilege, and permission to record, copy, adapt, film, capture, use, licence, transmit, broadcast, exhibit, project, publish, circulate, display, or otherwise exploit, any and all renderings of Participant's Social Share, name (including any and all nicknames, related names, and aliases), characters, biographies, artist's portrayal of characters, voice, image, likeness, visual representations, any and all attributes of Participant's personality, and/or any and all of Participant's acts, poses, actions, and appearances (collectively, "Name and Likeness"), and any ancillary use or derivative works on or in connection with any film, audio tape, video tape, audio-visual work, sound recordings, photograph, illustration, animation, broadcast, any derivative works or versions thereof in any media or embodiment now known or hereafter developed, throughout the world the way Sponsor and/or Administrator deems fit without any consideration or prior notice.

#### **11. Electronic communications**

By submitting the Social Share, you agree to communicate for the purpose of the Competition with Sponsor and/or Administrator electronically. Through your Social Share submission, you (i) agree that your consent to these Rules is a binding form of your electronic signature and (ii) represent that you have Internet access and a valid social media account and email address enabling you access to information pertaining to the Competition and to receive communications and documents electronically. Your consent is effective unless and until you withdraw it in writing to [MARE-E2@ec.europa.eu](mailto:MARE-E2@ec.europa.eu).

#### **12. Privacy Statement**

Your personal data is processed in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data (regulation). We provide you with the information that follows based on the regulation.

Record reference: [DPR-EC-26208](#)

The European Commission, DG MARE, Unit E2, acts as the data controller for the personal data collected in the context of this Competition. ICF Next S.A, Belgium is a processor of personal data, working on behalf of the DG MARE.

#### **Why and how do we process your personal data?**

We will only use your personal data where the law permits us to do so. The legal basis for processing your personal data is based your consent you give us when registering to take part in the competition in line with Article 5(1)(d) of the regulation. You can withdraw your consent at any time by contacting the controller at the contact details below; Note that if you withdraw consent while the activities related to the Competition are ongoing, you understand that this will automatically terminate your participation in the Competition as we will not be able to add you to the list of participants or distribute prizes.

By registering to the Competition, the Participant acknowledges that they have read and accepted this privacy statement and the terms and conditions outlined here.

### **Which personal data do we collect and further process?**

Your personal data including your name, country, mailing address, phone number, social media accounts; email address and postal address ("Personal Data") will be processed, used by the Sponsor and/or Administrator, or any party authorized by them for the following purposes:

- conduct and administer the Competition or the Prize(s);
- verify a Participant's identity and eligibility;
- publish the Participants and Winners' entries and names;
- select Winners and deliver the applicable Competition Prize(s);
- used to fulfill additional terms of the Competition or to contact a Participant in response to any question submitted by such Participant;
- shared by the Sponsor or any party authorized to comply with the law or in the good faith belief that such action is necessary in order to conform to the requirements of law or comply with legal process served on Sponsor, and to protect and defend Sponsor's rights or property.

### **How long do we keep your personal data?**

Personal data collected in the context of this competition will remain in DG MARE database until the results of the competition have been published and usefully exploited. Personal data will be deleted, at the latest, one (1) year after the last action in relation to the competition (last action should be in May 2025). ICF Next only keeps your personal data for the time necessary to fulfil the permitted purposes including to comply with contractual and legal requirements.

### **How do we protect and safeguard your personal data?**

All personal data in electronic format (e-mails, documents, databases, uploaded batches of data, etc.) are stored either on the servers of the European Commission or of its contractor ICF Next S.A.. All processing operations are carried out pursuant to [Commission Decision \(EU, Euratom\) 2017/46](#) of 10 January 2017 on the security of communication and information systems in the European Commission.

The Commission's contractor is bound by a specific contractual clause for any processing operations of your personal data on behalf of the Commission, and by the confidentiality obligations deriving from the General Data Protection Regulation ('GDPR' - [Regulation \(EU\) 2016/679](#)).

In order to protect your personal data, the Commission has put in place a number of technical and organisational measures. Technical measures include appropriate actions to address online security, risk of data loss, alteration of data or unauthorised access, taking into consideration the risk presented by the processing and the nature of the personal data being processed. Organisational measures include restricting access to the personal data solely to authorised persons with a legitimate need to know for the purposes of this processing operation.

### **Who has access to your personal data and to whom it is disclosed?**

Access to your personal data is provided to the Commission staff responsible for carrying out this processing operation and to other authorised Commission staff according to the "need to know" principle and to the staff of the following Commission's contractor in charge of organising the Competition: ICF Next S.A

Such staff abide by statutory, and when required, additional confidentiality agreements.

### **What are your rights and how can you exercise them?**

Participants have a right of access, verify which personal data is stored, have it modified, corrected or deleted. You may withdraw your consent at any time to electronic communication and delivery of documents, update your contact information, or request a free paper copy of these Rules and Privacy Statement at any time by contacting us as set forth in these Rules. We will send you a confirmation notice once we have processed your change request.

Participants who request that their details be deleted or withdraw consent during the course of the Competition accept that this will automatically terminate their participation in the Competition, since they cannot be included in the list of participants without their details being recorded. To exercise such rights, Participants may send a request to: [MARE-E2@EC.EUROPA.EU](mailto:MARE-E2@EC.EUROPA.EU) and specify your request.

The withdrawal of your consent will not affect the lawfulness of processing carried out before you have withdrawn the consent.

You also have the right to lodge a complaint:

- If you would like to exercise your rights under Regulation (EU) 2018/1725, or if you have comments, questions or concerns, or if you would like to submit a complaint regarding the way we process your personal data, you can contact the data controller under [MARE-E2@EC.EUROPA.EU](mailto:MARE-E2@EC.EUROPA.EU)
- You can also reach out to the data protection officer at [DATA-PROTECTION-OFFICER@ec.europa.eu](mailto:DATA-PROTECTION-OFFICER@ec.europa.eu)
- You have, in any case, the right to lodge a complaint with our supervisory authority, the European Data Protection Supervisor, by writing to [edps@edps.europa.eu](mailto:edps@edps.europa.eu).

### **13. Right to cancel, modify, or disqualify**

If for any reason the Social Share or Competition or any portion of either is not capable of running as planned due to technical or administrative problems, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond Sponsor's or Administrator's reasonable control which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Competition, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Competition or any portion of either.

### **14. Taxes**

ALL TAXES, FEES, DUTIES, SURCHARGES, IF ANY, IMPOSED ON ANY COMPETITION PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNERS. The Winner is responsible for ensuring that it complies with all the applicable tax laws and filing requirements. If a Winner fails to comply with such laws, the Prize may be forfeited, and Sponsor may, in its sole discretion, select an alternative potential Winner.

### **15. Warranty**

Sponsor, Administrator, and any related affiliates make no other warranties or representations whatsoever relative to the quality, conditions, fitness or merchantability of any aspects of the Prize(s). No transfer, substitutions or cash equivalent for Prize(s) will be allowed, except at Sponsor's and/or Administrator's sole discretion. Sponsor and/or Administrator reserves the right to substitute a Competition Prize, in whole or in part, of equal or greater monetary value if a Competition Prize cannot be awarded, in whole or in part, as described for any reason.

### **16. Limitation of liability**

IN NO EVENT SHALL SPONSOR, ADMINISTRATOR OR ANY RELATED AFFILIATES, CLIENTS, PERSONNEL, DIRECTORS, OFFICERS, AGENTS, OR PRINCIPALS (PARTNERS, SHAREHOLDERS OR HOLDERS OF AN OWNERSHIP INTEREST, AS THE CASE MAY BE) BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, INCURRED BY PARTICIPANTS OR ANY THIRD PARTY, WHETHER BASED ON WARRANTY OR IN CONTRACT, TORT, OR OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, ARISING FROM THE COMPETITION, THE COMPETITION PRIZES OR USE OF A COMPETITION PRIZE, EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Sponsor and/or Administrator is not responsible for: (i) lost, late, incomplete, invalid, illegible, unintelligible, damaged, altered, counterfeit, obtained through fraud, or misdirected Social Share entries, which will be disqualified; (ii) failed, partial or garbled computer transmissions; (iii) technical failures of any kind, including, but not limited to electronic malfunctioning of any network; or (iv) any technical, computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability or intervention, error, omission, interruption, detection, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the web site or otherwise whether caused by web site users or by any of the equipment or programming associated with or utilized in the Competition. Sponsor and/or Administrator reserves the right, in their sole discretion, to disqualify any application not in compliance with these Rules.

Participants agree that Sponsor and/or Administrator shall have no liability for unsuccessful efforts to notify any potential Competition Winner, or for any injuries, losses, or damages by reason of the Participant's participation in the Competition.

#### **17. Indemnity**

By accepting a Prize, the Winner agrees to release and hold harmless Sponsor, Administrator and any related affiliates, clients, personnel, directors, officers, agents, or principals (partners, shareholders or holders of an ownership interest) from any and all liability, loss or damages arising from or in connection with awarding, receipt and/or use of a Prize or participation in Prize-related activities, and they shall have no liability for any injury, misfortune, or damage to either persons or property incurred by entering, participating in or winning the Competition.

#### **18. In case of disputes**

Sponsor and/or Administrator will interpret these Rules and resolve any disputes, conflicting claims or ambiguities concerning the Rules, and Sponsor's and/or Administrator's decisions shall be final. If any provision of these Rules is found to be invalid by any court having competent jurisdiction the invalidity of such provision shall not affect the validity of the remaining provisions of these rules, which shall remain in full force and effect. Sponsor and/or Administrator's reserves the right to modify or terminate the Competition or to make such other decisions regarding the administration or outcome as Sponsor and/or Administrator deems appropriate.

#### **19. Forum and recourse to judicial procedures**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the Participant and Sponsor in connection with the Competition, shall be governed by, and construed in accordance with the European Union law, complemented where necessary by the law of Belgium (without any need to further detail the applicable laws). Participation constitutes Participant's full and unconditional agreement to these Rules and Sponsor's decisions, which are final and binding in all matters related to the Competition.

#### **20. Contact & finalist list**

Any queries shall be sent by mail to Sponsor at: [MARE-E2@EC.EUROPA.EU](mailto:MARE-E2@EC.EUROPA.EU)

Please note that only the queries related to the 'Taste the Ocean' 2024 competition will receive an answer.

#### **21. Acceptance of Rules and Terms and Conditions**

By joining the competition, the participants agree to be bound by the Competition's Rules and Terms and Conditions.