

MODIFICATION OF COMPETITION RULES

(DECEMBER 2023)

# **Video Competition**

# "MY SUSTAINABLE+GENERATION"

#### **COMPETITION RULES**

#### 2023/24 Edition

The Cement and Environment Labour Foundation (hereafter referred as "CEMA Foundation") with CIF [Spanish tax code] G28515039 at C/José Abascal, 53 1º, Madrid, Spain, is organising the "My sustainable + generation" video competition (hereafter referred to as the "Competition"). The purpose is to make the Sustainable Development Goals (SDGs) adopted by the United Nations known and to make the educational community aware that we are all part of the solution to inequalities and climate change.

The purpose of these legal bases (hereinafter, the "Rules") is to regulate the participation in the competition, its announcements, and the awarding of prizes.

EMADE-Consulting, education, promotion, and development, S.L.U. (hereafter "EMADE") with CIF B-83369629 at C/ Italia, nº 113, Post Code 45005 Toledo, Spain is the responsible entity for the competition detailed in this document.

# **COMPETITION**

The Competition organised by CEMA Foundation is a video competition in which entrants must send in a 3-minute-long video (hereafter referred to as the "Creations") and must be submitted to the following email address: <a href="mailto:aprende@emadesl.com">aprende@emadesl.com</a>.

The Creations must be related to one of the Sustainable Development Goals (SDGs) listed below. These goals have been selected for the competition because of their relevance to the cement industry and its supply chain. You can find out more information at the following link: <a href="https://www.fundacioncema.org/observatorio-esg/#contribucion-ods">https://www.fundacioncema.org/observatorio-esg/#contribucion-ods</a>

- SDG 5 Gender equality.
- SDG 6 Clean water and sanitation.
- SDG 7 Affordable and clean energy.
- SDG 8 Decent work and economic growth.
- SDG 9 Industry, innovation, and infrastructure.
- SDG 11 Sustainable cities and communities.

- SDG 12 Responsible consumption and production.
- SDG 13 Climate action.
- SDG 14 Life below water.
- SDG 15 Life on land.
- SDG Partnerships for the goals.

The aim of the Creations is to make people aware of the SDGs and how it involves everyone's input for successful achievement of the goals.

The contents of the Creations must be original: voices, music, and sound effects must be copyright free, available in the public domain or original compositions. EMADE may wish to publish to some of the Creations submitted on its platforms and, therefore, does not want to be liable for copyright infringements. EMADE will not be responsible for any possible infringements and the creators of the infringing Creation will be held liable in the event of a copyright claim.

These Creations will be judged by a jury to choose the winning entry, so long as the entry fulfils the Rules set forth in this document.

# **Competition Time Frame**

All Creation entries properly signed up and submitted from 00:00 (GMT+1) on 01 September 2023 to 00:00 (GMT+1) on 31 May 2024 will form part of the competition. Entries submitted outside of this time frame will not be considered. Late entries will not be accepted.

#### **Entrants**

The Competition is for students in secondary schools and trade school programmes from education centres that have undergone the formative workshop in school year 2023/24 for the Environmental Education Campaign "Sustainable+Generation" from CEMA Foundation.

Entrants who do not meet the established criteria or do not fulfil the requirements set forth in the Rules will not be considered as an entrant for the purposes of the Competition.

#### Agreement to Rules

Participating in the Competition will be considered as express agreement to the Rules and full submission to the organising entity's interpretation of the Rules. CEMA Foundation reserves the right to disqualify any entrant that does not fulfil the Rules, and in particular, any entrant who violates any of the Rules.

Acceptance of these Rules by the entrants will be considered as agreeing with and understanding the Competition's terms and conditions and agree to fulfil any regulations that may apply with respect to the Competition's fulfilment. Participating in the Competition is to be considered consent, wholly and irrevocably, to the Rules and applicable legislation.

The entrant's express disagreement to the Rules, regardless of when it is expressed, will result in the immediate self-exclusion from the Competition and will absolve CEMA Foundation of any contractual relationship with the entrant.

The Rules can be consulted at any time by anyone at the following link: <a href="https://generacionsostenible.fundacioncema.org/">https://generacionsostenible.fundacioncema.org/</a>. For any queries regarding the Rules, the education centres can contact the organisation at the following:

Phone number: (+34) 91 157 4457Email: mgarcia@emadesl.com

CEMA Foundation reserves the right to modify the Competition's terms to add successive annexes concerning its mechanisms and prizes. This shall be done with proper reason and will not be done in a manner that will adversely affect the entrants. The changes will be published, and notifications will be made at the same level previously seen with other publications related to the Competition. If it is considered necessary to delay or cancel the Competition, a notification of the news shall be made in the current document. You should revise the document every so often to stay informed of any modifications to the Competition.

# **Participation Terms**

One class can submit a maximum of three Creations.

The teacher who wishes to submit an entry on behalf of their class must submit their Creation to <a href="mailto:aprende@emadesl.com">aprende@emadesl.com</a>. This must be done in the stipulated time frame making available the following identifying information:

- Education centre name and class name
- Teacher's name who has made the submission on behalf of their class.
- Contact number and email address.
- Make available the required documents for use of images of students from the entering class for the submitted Creation.

Creations will be uploaded to CEMA Foundation's YouTube channel, after validation, after the final submission date for the Competition.

The Competition is free to enter.

# **Winning Creation Selection Process**

The jury will be made up of members from CEMA Foundation's Executive Commission. After the final submission date, the jury will decide the winning Creation. It will be decided according to its creativity, originality, and appropriateness to the chosen SDG. Losers will not be able to lodge an appeal against the jury's decision. The jury's decision will be solely decided on their criteria.

One winning Creation will be chosen.

CEMA Foundation reserves the right to declare no winner if the jury considers none of the Creations submitted to be suitable for the award.

CEMA Foundation reserves the right to verify, by any means it considers necessary, the information provided to see if the Competition entrants meet the requirements established in these Rules. At any moment, they have the right to request information and documentation from the entrant justifying the fulfilment of the Rules. The failure to submit the requested

document in the time frame set forth will result in immediate disqualification from this Creation Competition and, if applicable, the revocation of the award without need to inform the entrant.

CEMA Foundation reserves the right to disqualify or, if applicable, to not present the Creation Competition award to entrants who successfully, or make attempts to, defraud, alter, or disable the proper functioning and the normal and regulatory course of the Contest.

CEMA Foundation is authorised to use the Creations submitted in any way it sees fit and for the time considered necessary. The permission is granted by the entrant through submission of the Creation.

# **Eligibility requirements**

- Entrant classes must have taken part in CEMA Foundation's "Sustainable + Generation"
  Environmental Education Campaign during the school year 2023/24.
- Entrants must fulfil the terms set forth in the aforementioned "Participation Terms".
- Under no circumstances can the entry: (I) spread religious or political ideas, (ii) result in defamation, slander, or libel against a third party, (iii) use violent, obscene, or offensive language, (iv) and publish content that is not related to the Competition.

# **Communication with the Winning Entrant**

The winning Creation shall be announced after 12 June 2024.

EMADE will communicate the decision to the winner via email or telephone.

#### Prize

The prize will be awarded to the educational institution from which the winning class comes. The prize will be 2,000 EUR (VAT not included) and should be put towards services or supplies, depending on the choice of the educational centre, and EMADE will take care of the invoice.

Under no circumstances can the winner request for the prize to be cash or other benefits. CEMA Foundation reserves the right to substitute the prize for something similar, if considered necessary.

# **Image Rights**

All people who appear in the Creation must sign a permission form authorising use of their image. This is the responsibility of the Creation's author. This document must be signed and be made available at CEMA Foundation's request, if required. The failure to provide a signed copy of this document will result in the automatic exclusion of the corresponding Creation and the people associated from the competition.

When a Creation is submitted, the submitting teacher is responsible for making available the requisite permissions required for rights to use someone's image for everyone that appears in the Creation. This is essential because the Creation will be published on YouTube.

All entrants in the competition will agree to the use of their image by CEMA Foundation for the means CEMA Foundation sees fit. In relation to the image submitted in the Creation, this

includes fixation, reproduction, distribution, public communication, and exploitation of rights deriving from the image. The entrants assign the above rights in the following exploitations: reproduction of submitted media for use in public communications such as television, Internet, social media, and other platforms used for communication purposes. Reproduction made also occur through mobile or fixed broadband communication methods, record or print media. These assignments are made free of charge from the date of participation in the contest and refer to all uses relating to the person's image and voice, without space or time limits. This is done in accordance with Law 1/1982, from 5 May, which establishes the laws governing civil protection of the right to honour, to personal and family privacy and to one's own image, using the known technical means and for any application in any type of support, specifically in the digital environment and on social networks.

In accordance with the above assignment of rights, CEMA Foundation will be the owner of all intellectual property and image rights that may correspond to the entrants on the interventions and interpretations included in the Creations submitted for the contest.

#### **Liabilities**

CEMA Foundation reserves the right to cancel or remove any entrant from the competition they consider, or suspect, to have manipulated information for the purposes of entering the Competition.

CEMA Foundation reserves the right to reject or exclude the participation of an entrant in the Competition if it is considered they do not fulfil, or infringe, the requirements and terms set forth in this document.

CEMA Foundation is not responsible for any possible loss of data due to problems with email and/or faulty internet service.

#### **Data protection**

The entrant is informed and consents to the processing of the data provided, those that could be provided to CEMA Foundation and those obtained by recording images, or because of browsing the Internet web pages, wireless networks or other means, in connection with the development of their participation in the "My sustainable + generation" Competition, even after the contractual relationship ends.

The entrant warrants the exactness and veracity of the personal data provided and promises to keep the data up to date by informing CEMA Foundation of any changes as and when they may occur.

# **BASIC INFORMATION ON DATA PROTECTION**

**DATA CONTROLLER:** CEMA – FUNDACION LABORAL DEL CEMENTO Y EL MEDIO AMBIENTE [previously referred to in this document as "Cement and Environment Labour Foundation"]

**PURPOSE:** Management of the Activity

**LEGAL BASIS:** Submission of a Creation and consent

For more information on how your data is processed by CEMA Foundation, please consult the Privacy Policy at: <a href="https://www.fundacioncema.org/politica-de-privacidad/">https://www.fundacioncema.org/politica-de-privacidad/</a>

In any case, consent for data processing can be revoked at any moment. The entrant can express their objection or withdrawal of consent or exercise any of the other rights listed in the Privacy Policy that the subject has in relation to their Personal Data. This can also be done in the manner indicated in the additional information on data protection.

#### **Nullity of Contract**

If any of the provisions set forth in this document are to be declared null and void or unenforceable, either in its entirety or partially, such declaration in relation to the affected provision shall be null and void or not enforced, either in its entirety or partially, in so far as the declaration states. The declaration shall be limited to the affected provision and the rest of the provisions remain valid until otherwise expressed.

# **Applicable Law and Jurisdiction**

The Rules set forth in this document shall be interpreted in line with and submit to the legislation of the Kingdom of Spain. In case of discrepancies between the English translation and the Spanish original, the Spanish original shall prevail. For any litigation process in relation to this document, the entrant and CEMA Foundation expressly waive any jurisdiction they may be subject to and will submit to the Judiciary in the Community of Madrid.

Madrid, 20 December 2023