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Shaun's Moon Cheese Challenge Terms and Conditions

Applicable as of the Competition Opening Date

1. Scope

This document is issued by the European Space Agency, an international intergovernmental organisation established by its Convention, opened for signature in Paris on 30 May 1975 and entered into force on 30 October 1980, having its headquarters at 24 Rue du Général Bertrand, 75007 Paris, France, represented by its Director General, Josef Aschbacher (hereinafter “ESA” or the “Agency”), to set forth the Terms and Conditions applicable to the participation in Shaun's Moon Cheese Challenge (hereinafter the “Competition”).

Specific details, i.e. title, artwork criteria, Opening and Closing Date, winner announcement date, prize and the Competition Privacy Notice are published on the related Competition website blogs.esa.int/orion.

The eligible applicant (hereinafter “the Applicant”) willing to take part in the Competition is requested to carefully read these Terms and Conditions and make sure to act in compliance with them as set forth below.

By posting a submission, the Applicants expressly accept that their submission, selection and participation in the Competition shall be subject to, and governed by, these Terms and Conditions, which shall be legally binding for the Applicant.

2. The Competition

The criteria for the artwork can be found on the related webpage. The artwork must be original and must not infringe a third party’s intellectual property rights, including trademarks.

3. How to participate

- 3.1 All Competition entries must be received by the Agency not later than 23:59 CEST on the Closing Date specified on the related Competition website. All Competition entries received after the Closing Date are automatically disqualified.

To enter the Competition online, Applicants shall post their submissions as provided on the related webpage.

- 3.2 The Agency will not be responsible for Competition submissions that are lost, mislaid or delayed in transit, regardless of the cause, including, for example, as a result of any equipment failure, failure of the post service provider, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind, even if occurring on the side of ESA.

4. Judging Panel

- 4.1 The Agency will appoint a judging panel (hereinafter the “Panel”). That Panel will select the winning artwork (hereinafter “the Artwork”) from all proposed artworks submitted. The decision of the Panel will be final.
- 4.2 As part of their considerations leading up to a final decision, the Panel will take into account whether or not the artwork is acceptable to all ESA Member States.

5. Eligibility

- 5.1 The Competition is only open to individuals with a residence in a Member State, Associate Member or Cooperating State of the European Space Agency (see 5.2 below), except for:
 - a. staff of ESA, suppliers, contractors; and

b. members of the immediate families or households of (a) above.

5.2 The Member States, Associate Members and Cooperating States of the European Space Agency are: Austria, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, the Netherlands, Norway, Poland, Portugal, Romania, Spain, Sweden, Switzerland, the United Kingdom, Canada, Slovenia, Latvia, Lithuania, Bulgaria, Cyprus, and Slovakia.

5.3 In posting the Competition submission, the Applicant confirms they are eligible to do so, which includes their legal capacity to accept the present Terms and Conditions in full. The Agency may require the Applicant to provide proof of their eligibility to participate to the Competition (including the parental permission and consent form in case of Applicants that are minors).

5.4 Submissions on behalf of another person will not be accepted. Joint submissions are allowed but ESA will only grant one prize per submission.

5.5 The Agency reserves the right to disqualify a submission at any time if the Applicant's conduct is contrary to the Terms and Conditions of this Competition or the values, interest and reputation of the Agency or its Member States, Associate Members and Cooperating States.

6. Public disclosure of the Artwork and prize

6.1 The Artwork will be disclosed to the public at large, and could also be displayed (entirely or in part) on media channels and/or reproduced on promotional material. ESA does not guarantee that the name of the Applicant can always be associated with the Artwork.

6.2 The prize of the Competition is specified on the related website and is not negotiable.

6.3 There is no provision whatsoever of any fund or monetary value, neither for participating in the Competition nor as an alternative for the prize. The selected winning Applicant acknowledges and accepts not to receive any financial compensation/royalties from the sale of the ESA merchandise displaying the Artwork.

7. Winner announcement

7.1 The winner will be determined on the basis of criteria established by the Panel prior to the evaluation of submissions, on merit alone and in compliance with ESA's values.

7.2 There will only be one winner of the Competition, unless otherwise decided by the Panel and so specified on the Competition related website. If several Applicants have submitted the same artwork, then the first one who submitted it chronologically will be considered as the winner.

7.3 The decision of the Panel is final and no correspondence or discussion will be entered into, neither by the Agency nor by individual members of the Panel.

7.4 The Agency will contact the winner personally as soon as practicable, using the direct message tool from the same platform where the winner's submission will be received.

7.5 The Applicant that will have won the Competition accepts that, after the formal announcement, their name together with the Artwork will be disclosed to the public, published on the ESA website and ESA social media channels.

8. Claiming the prize

8.1 If the prize cannot be sent to the winner by ESA through electronic or postal means, it may not be claimed by a third party on the winner's behalf, except in cases of legal guardians claiming the prize for their minors.

8.2 The Agency will make all reasonable efforts to contact the winner of the Competition but does not accept any responsibility if the winner does not respond or is not able to take up the prize.

9. Ownership and intellectual property rights

Unless otherwise agreed upon in writing, the following shall apply:

9.1 The artwork and related description submitted to the Agency by the Applicant will become the property of the Agency upon receipt.

9.2 By submitting the Competition submission and any accompanying material to the Agency, the Applicant agrees to assign to the Agency all of the Applicant's transferable intellectual property rights in the Artwork and otherwise arising in connection with the Artwork, with full title guarantee.

9.3 The Applicant agrees that the Agency may at its own absolute discretion use the Artwork (or part of it) on the ESA website, the ESA shops and any other media, whether now known or invented in the future, and in connection with any publicity or promotional material of the Competition.

9.4 ESA retains all rights and title over its Intellectual Property Rights. No licence for the Applicant and/or winner to use any ESA rights and interests is granted or implied by these Terms and Conditions.

9.5 Any documentation submitted by the Applicant will not be returned.

10. Warranties and liability

10.1 Nothing herein may be interpreted as limiting the liability of the Applicant for gross negligence or wilful misconduct in the context of the Competition.

10.2 In no case shall ESA be liable for any failure, total or partial, with regard to its role in relation to the Competition, nor for any delays or errors in fulfilling its role.

10.3 ESA shall not be liable for not selecting, or failing to select, an Applicant as the winner of the Competition.

10.4 Prior to posting their submission it is the Applicant's responsibility to obtain any intellectual property rights also from any third party to the extent it is necessary to assign the intellectual property rights on the proposed artwork to ESA should the Applicant's artwork be selected as the winning one. As such, the Applicant hereby guarantees that they hold all transferable rights on their proposed artwork and that such artwork does not infringe any third parties' rights.

- 10.5 Should the Applicant infringe any rights of third parties in the Artwork, they shall indemnify, and hold ESA harmless, from and against any and all claims, proceedings, direct and indirect damages, costs and expenses arising from the infringement of such third parties' rights.
- 10.6 By posting their submission, the Applicant warrants to have the rights and authority to enter into the Competition and to comply with the Terms and Conditions set forth herein.
- 10.7 ESA does not grant to the Applicant any warranties whatsoever in connection with their participation in the Competition. Without limiting the generality of the foregoing, ESA does not warrant that it will select the Applicant as the winner of the Competition.

11. Exclusion and withdrawal of applicants

- 11.1 Should an Applicant fail to comply with these Terms and Conditions, the Agency may exclude the Applicant from the Competition.
- 11.2 Should the winning Applicant withdraw, for any reason whatsoever, from the Competition, the selected Applicant shall promptly and in writing notify ESA to that effect.
- 11.3 Upon the exclusion or withdrawal of an Applicant selected as winner in accordance with the terms above, ESA may, at its discretion, select a new Applicant as the winner of the Competition.
- 11.4 A decision to exclude and/or to select a replacement for the winner of the Competition shall be taken by ESA at its sole and absolute discretion and shall be final and binding to the Applicant in all respects.

12. Personal data protection and publicity

- 12.1 Protection of Personal Data is of great importance for ESA, which strives to ensure a high level of protection as required by the ESA Framework on Personal Data Protection (hereinafter the "ESA PDP Framework") which applies to these Terms and Conditions.
- 12.2 ESA implements appropriate measures to preserve the rights of data subjects, to ensure the processing of personal data for specified and legitimate purposes, in a non-excessive manner, as necessary for the purposes for which the personal data are collected or for which they are further processed, in conditions protecting confidentiality, integrity and safety of personal data and in accordance with the principles set forth in the PDP Framework, available at: https://esamultimedia.esa.int/docs/LEX-L/ESA_Principles_of_PDP_Rules_of_Procedure_for_DPSA_and_Policy.pdf
- 12.2 The ESA PDP Framework, in its implementation aims at ensuring an equivalent level of protection as the EU General Data Protection Regulation (Regulation (EU) 2016/679) in processing personal data. ESA processes your personal data for the purposes of this Competition in accordance with the principles of the ESA PDP Framework and as detailed in the Competition Privacy Notice (available at <https://blogs.esa.int/orion/2022/11/18/the-moon-is-it-really-made-of-cheese/>). ESA requires contracting companies that perform processing of personal data on behalf of ESA to ensure an adequate level of protection under the ESA PDP Framework (e.g. through compliance with EU Regulations in the field of personal data protection).

- 12.3 The collection, handling and use of Personal Data relating to the Applicant shall be treated as proprietary personal information and appropriately protected at all times.

13. Applicable law and disputes

- 13.1 Except for personal data matters or incidents for which Article 12 applies, these Terms and Conditions, without prejudice to the applicability of the ESA Convention, and in particular of its Annex I on privileges and immunities, shall be governed and interpreted in accordance with the laws of France.
- 13.2 ESA and the Applicant shall use their best endeavours to amicably settle any dispute arising out of these Terms and Conditions. Failing amicable settlement, a dispute between ESA and the Applicant shall be submitted to arbitration according to the Rules of Arbitration of the International Chamber of Commerce and shall be finally settled by three arbitrators (one appointed by each party and the third one appointed independently). The language of arbitration shall be English. The place of arbitration shall be Paris, France. The decision from the arbitration shall be final and binding. The Enforcement of the award shall be governed by the rules of procedure in force in France.

14. General

- 14.1 ESA and the Applicant are independent parties under these Terms and Conditions and nothing herein is intended nor shall be construed as creating any partnership, joint venture, or similar, whatsoever.
- 14.2 The Agency reserves the right to hold void, suspend, cancel, or amend the Competition where it becomes necessary to do so.