

# Terms of Participation

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1. The promoter of this competition EF Challenge 2019 is EF Education First Ltd, a Swiss company located at: Haldenstrasse 4, 6006 Luzern, Switzerland (the “Promoter”).
2. Information on how to enter and prizes form part of these conditions of entry (the “Terms of Participation”). Entry into this competition is deemed acceptance of the Terms of Participation.

## **Eligibility**

3. Entry is free and open to residents of Denmark, Finland, Norway, Sweden, Uruguay, Costa Rica, Chile, Argentina, Ecuador, Brazil, Colombia, Mexico, Panama, Peru, Thailand, Vietnam, Australia, Austria, Belgium, Canada, France, Germany, Ireland, Japan, Korea, Luxembourg, Mexico, Netherlands, New Zealand, Russia, Spain, Switzerland, Rumania, United States, China, Hong Kong, Indonesia, Italy, Kazakhstan, Nigeria, Portugal, Taiwan, United Arab Emirates, Algeria, Czech Republic, Hungary, Poland, Saudi Arabia, Singapore, Slovakia, Turkey, United Kingdom, and Venezuela aged 14-18 years on the day of entry, who complete, in full, the competition and registration form available on the campaign website **[www.ef.com/efchallenge](http://www.ef.com/efchallenge)**.
4. If you are under the age of 18, you should review these Terms of Participation with your parent or guardian to make sure you both understand them. We require parental consent to award the prize to participants under 18 who are drawn as winners of any of the prizes. If we learn that we have collected information from an individual under the age of 18 without parental consent, then we will delete that information as soon as possible.
5. Employees and immediate families of the Promoter and suppliers, providers and agencies associated with this competition are ineligible to enter.

## **How to enter**

6. Participants must record a two to four minute long speech on video that finds a creative and engaging answer to the question: “WHAT ARE YOUR HOPES FOR THE FUTURE OF OUR SOCIETY?” The video must be uploaded to YouTube, or a similar platform, with a link of the specific video uploaded on the EF Challenge website. All participants who submit a link to a video and fill out the other required information completely and correctly will automatically be entered for a chance to win one of the prizes. Participants can only enter in their own name and only once during the promotional period. The Promoter reserves the right to request proof of residency at the stated address and identification from the entry for verification purposes (to the Promoter's satisfaction in its discretion) before issuing any prize. Incomplete, incorrect and/or incomprehensible entries will be deemed invalid automatically. No responsibility will be taken for lost, late or misdirected entries.

### **Competition period and modifications**

7. The competition commences on 1.09.2018 and closes on 01.04.2019. The Promoter reserves the right to extend or reduce the duration, provided that the change will be published on this page [www.ef.com/efchallenge](http://www.ef.com/efchallenge). The Promoter also reserves the right to modify the Terms of Participation as well as to cancel the competition. Such changes will become effective when we post the revised Terms of Participation on the aforementioned page.

### **The prize**

8. Prizes for students ages 14-18  
10 to 20 students from different nationalities win a trip to the EF Youth Leadership Forum that will take place at EF International Language Campus Tarrytown, New York, USA in August 2019. The Promoter will cover expenses including: attendance of the forum, economy class return flights to and from your country of residence (including taxes), accommodation for the duration of the forum, meals, health and travel insurance (Erika travel insurance). The value of the prize is approximately 3000 (three thousand) USD per person, depending on the country of residence.

### **Winner selection**

9. A panel of judges chosen by the Promoter will decide who will win a prize for the most original and inspiring speeches to the competition question.
10. All the winners who will attend the EF Youth Leadership Forum will be notified by e-mail on 6.05.2019. Their name, video and country will be published on [www.ef.com/efchallenge](http://www.ef.com/efchallenge) and via local and global EF Facebook accounts, amongst other promotional communication from the Promoter. The winner, or if the winner is a minor: the parent/legal guardian, will be required to claim its prize within seventy-two (72) hours from the time the prize notification email was sent, by contacting the Promoter via the contact details given in the prize notification email. In the event that the prize notification email is returned as undeliverable, or if the prize remains unclaimed seventy-two (72) hours after the prize notification email was sent, such prize will be forfeited and an alternate winner will be selected from all remaining (non-winning) eligible entries. The Promoter shall have no liability for a winner's failure to receive the prize notification email due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information.

### **Specific terms for the prizes**

11. The prizes are not transferable or refundable. The prizes, or any unused portion of the prizes, cannot be taken as cash. If a winner is unable to use their prize in accordance with the restrictions above, the winner shall be deemed to have forfeited the prize.
12. The prize must be collected/completed no later than 31.09.2019.

### **Intellectual Property**

13. By submitting your entry, you understand that the Promoter, anyone acting on behalf of the Promoter, or its respective licensees, successors and assignees will have the right, where permitted by law, without any further notice, review or consent, to print, publish, broadcast, distribute, and use, worldwide and in any media now known or hereafter in perpetuity and throughout the world, your entry, including without limitation, the entry and the winners' name, portrait, picture, voice, likeness, image or information and for trade, advertising, public relations and promotional purposes without any further compensation.

### **Limitation of liability**

14. TO THE FULLEST EXTENT PERMITTED BY LAW THE PROMOTER WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER WHICH IS SUFFERED (INCLUDING BUT NOT LIMITED TO INDIRECT OR CONSEQUENTIAL LOSS) OR FOR ANY PERSONAL INJURY (INCLUDING DEATH) SUFFERED OR SUSTAINED IN CONNECTION WITH YOUR PARTICIPATION IN THE COMPETITION AND/OR RELATED TO THE PRIZE EXCEPT FOR ANY LIABILITY, WHICH CANNOT BE EXCLUDED BY LAW (IN WHICH CASE SUCH LIABILITY IS LIMITED TO THE MAXIMUM EXTENT ALLOWABLE BY LAW). THE PROMOTER WILL NOT BE RESPONSIBLE FOR ANY INCORRECT, INACCURATE OR INCOMPLETE INFORMATION COMMUNICATED IN THE COURSE OF OR IN CONNECTION WITH THIS COMPETITION IF THE DEFICIENCY IS OCCASIONED BY ANY CAUSE OUTSIDE THE REASONABLE CONTROL OF THE PROMOTER, INCLUDING, WITHOUT LIMITATION, TECHNICAL MALFUNCTIONS OR FAILURES. TAX IMPLICATIONS MAY ARISE FROM THE RECEIPT OR USE OF A PRIZE. INDEPENDENT FINANCIAL ADVICE SHOULD BE SOUGHT.
15. By entering the competition you warrant that the entry will be an original work that you have all the necessary rights to dispose of. It is your responsibility to ensure that your entry does not infringe third party intellectual property and / or other rights.
16. You agree to release and hold harmless the Promoter and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) your participation in the competition, and/or your acceptance, possession, use, or misuse of the prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet

service; (iv) unauthorized human intervention in any part of the entry process or the competition; (v) electronic or human error which may occur in the administration of the competition or the processing of entries.

17. In the event of war, terrorism, state of emergency, disaster or any other circumstance beyond the control of the Promoter, the Promoter reserves the right to either provide an alternative prize to the same value as the original prize or, subject to any applicable laws or written directions made under applicable legislation, to cancel, terminate, modify or suspend the competition.

### **Personal data**

18. Your participation in the competition and any personal information or other information about you collected by the Promoter through, or in connection with, the competition is subject to our Privacy Policy.
19. Your personal data will be processed by the Promoter both within and outside the EU/EEA/Switzerland, primarily for the purpose of processing the entries, providing you with the products and services that you have ordered, and for customer service. The Promoter may also inform you of new offers, products and services which may be of interest to you. The Promoter may share your personal data with our corporate affiliates and business partners both within and outside the EU/EEA/Switzerland. The Promoter processes your personal data in compliance with applicable privacy and data protection legislation. If you have questions about the Promoter's processing of your personal data, or would like to have a copy of the information the Promoter holds about you, or have inaccurate personal data rectified or erased, please contact the Promoter.

### **Dispute resolution**

20. Unless otherwise agreed or required by a mandatory law of a member state of the European Union or any other jurisdiction, these Terms of Participation are subject to the laws of Switzerland, without regard to choice or conflicts of law principles. Further, you and the Promoter agree to the exclusive jurisdiction of the courts of Switzerland to resolve any dispute, claim or controversy that arises in connection with these Terms of Participation.

If you have any questions or concerns regarding the contest and website, please contact us by e-mail at **teacher.zone@ef.com**.