France 2023
Terms & Conditions « LET’S CELEBRATE OUR DIFFERENCES »
FROM 27/04/2023 TO 11/06/2023

As part of the organisation of the Rugby World Cup 2023 and the International Wheelchair Rugby Cup in France in 2023, the France 2023 Organising Committee is organising a photo challenge in partnership with the United Nations Educational, Scientific and Cultural Organisation (UNESCO, an official member of the Rugby World Cup 2023), and in partnership with CANON CEL, in order to promote the fundamental and transformative role of sport in our societies, as a vehicle for well-being, equality and inclusion.

Article 1 – Organisation

FRANCE 2023, PUBLIC INTEREST GROUPING (a “GIP”), published in the Official Journal of the French Republic following the Decree of 26 April 2018 approving the “#FRANCE 2023” GIP incorporation agreement registered under SIRET number no. 130 024 078 00029, whose registered office is located at 24, rue Saint-Victor 75005 Paris, represented by Julien COLLETTE, in the capacity of CEO, who states that he is vested with all the necessary authorisations (hereinafter referred to as “the Promoter”) organises a photo challenge (the “Challenge”) entitled “Let’s Celebrate our Differences” in partnership with the United Nations Educational, Scientific and Cultural Organisation (UNESCO) from April 27, 2023 to June 11, 2023, which offers sixteen (16) winners the opportunity to have their photographs exhibited. Participation in the Challenge is free of charge and the winners will be chosen according to the conditions defined below.

France 2023, as the Promoter, remains the only entity responsible for the Challenge and accountable for its implementation to the participants and other third parties who may be concerned/affected.

The Challenge will open on April 27, 2023 at 9:00 a.m. and close on June 11, 2023 at 11:59 p.m. (Paris time) (“Challenge Period”). All entries received after the expiry of the Challenge Period are excluded and will not be taken into consideration by the Promoter.

Article 2 – Participants

2.1. The Challenge is free of charge and without obligation to buy. The Challenge is open to any individual who has reached the age of 14. If a participant is limited in his/her capacity to exercise his/her rights, the consent of his/her legal representative is required. Employees of the Promoter (excluding Campus apprentices), UNESCO and CANON are excluded from participation.

Each participant under the age of eighteen must have obtained the express prior consent of both parents or legal guardians in order to participate in the Challenge. The participant must present confirmation of the agreement of its parents or legal guardians. Participants will be entered in
the Challenge in one of the following categories according to their profile on the day of participation in the Challenge (day of submission of the project(s) on the dedicated platform):
- Category "New Guard": for participants between 14 and 18 years old;
- Category "Promising": for participants between 18 and 30 years old;
- Category "Amateur": for participants over 30 years old.

Participation in the Challenge is reserved for beginners and amateurs in photography. Professional photographers are not allowed to participate in the Challenge.

2.2. Participation in the Challenge implies irrevocable and unconditional acceptance of the terms and conditions of these rules (hereinafter the "Terms"). Any failure to comply with these Terms shall result in ineligibility for the Challenge.

2.3. Participation in the Challenge is strictly personal and nominative. Only one prize as described in article 6 of the Terms (the "Prize") will be awarded to a designated winner.

2.4. Each participant, and where applicable the participant's parents or legal guardians, must complete the registration form (the "Form") on the website as defined in article 3.2.

The Application Form may be used as proof of application and will only be used to identify the projects once the selection has been made.

2.5. Failure to comply with the conditions of participation set out in the Terms and Conditions will result in the participant's participation being null and void.

2.6. The Challenge is subject to the regulations of French law applicable to games and competitions.

Article 3 - Principle of the Challenge / How to participate

3.1. Principes du Challenge

As part of the "Let’s Celebrate our Differences" project, the GIP France 2023 is organising a photography challenge in partnership with UNESCO and CANON to highlight the link between rugby and the values promoted by the above-mentioned program.

To take part in the Challenge, each participant will have to take and submit photographs linking rugby to one of the following four themes which represent the pillars of the "Let’s Celebrate our Differences" project:

1. Rugby to tackle discrimination to fight racism and LGBTIphobia
2. Rugby to foster inclusion of people with disabilities to foster people with physical or motor disabilities;
3. Rugby for all genders to highlight diversity and equality;
4. Our differences make us stronger to celebrate physical, social, cultural, generational differences…

Participants are free to use their imagination to illustrate these themes without limiting themselves to rugby practice. Each participant may submit to the Promoter only one photograph (hereinafter referred to as the "Photo") per theme, i.e. a maximum of 4 Photos in total.

3.2. Modalities related to photography

When submitting a Photo, the participant must ensure that the following elements are respected:
- the Photo must have been taken in 2022 or 2023 (between 1 January 2022 and 11 June 2023). The participant must specify the month and year in which each Photo was taken;
- the Photo must correspond to one of the themes mentioned in clause 3.1. The theme will be specified by the participant when sending the Photo;
- the participant undertakes to ensure that the Photo is original and personal and that he/she holds all rights to it;
- the Photo must be exclusive and not have already been promoted in other challenges or circumstances;
- the participation is strictly personal, a person cannot participate on behalf of another person;
- the Photo must not be offensive to the dignity of persons or be of a sexual, defamatory, violent, racist or insulting nature.

A photograph that does not respect this principle will be automatically deleted by the Promoter and the participant will be eliminated from the Challenge. No notification of the deletion will be given.

It is specified that no mark should appear or be recognizable on the Photo. The Photo must also respect the following technical characteristics:

- Orientation of the photograph: portrait or landscape;
- Quality of the photograph: high resolution (minimum 2500 x 3750 - 300 dpi);
- Format of the photograph: Jpeg including RAW file (if applicable).

Concerning the framing, retouching or any modification of the Photo, the participant must respect the following constraints:

- Cropping is allowed, without obligation to respect the original ratio;
- Photos may be in colour or black and white.

The following are allowed in a very moderate way:

- Retouching related to brightness, contrast or colour, straightening;
- Correction of minor defects and localized retouching, especially to remove commercial marks.

Not permitted:

- Photo montages;
- Signatures on photos.
- Photos created with the help of artificial intelligence.

### 3.3 How to participate

To be eligible to win a Prize described in Article 6, each participant must, before the end of the Challenge Period:

- go to the website (the "Site") at the following address: www.letscelebrateourdifferences.com;
- enter the personal data requested in the form;
- submit the photograph(s) that it wishes to submit to the Jury and that comply with all of the conditions set out above;
- enter the title of the photograph (in English or French) as well as a caption of maximum 350 characters explaining the context of the photograph and its relation to the chosen theme. France 2023 reserves the right to use them or not, and to modify them or not;
- if the participant is a minor, submit a duly completed parental authorization;
- unconditionally accept and respect the Terms.

The Promoter reserves the right to cancel certain entries if the photograph is deemed inappropriate or if it does not comply with the conditions of the Terms.

### 3.4 Guarantees on the Photo

By participating in the Challenge, the participant acknowledges that it is the exclusive holder of the rights relating to the Photo. The participant declares and guarantees that it is an original and personal photograph for which he/she holds all rights of use without restriction. In addition, the participant certifies that no third party has any rights to the Photo that he/she has submitted. The participant also guarantees that the use of the Photo within the framework of the Challenge by the Promoter does not infringe the rights of third parties. In particular, he/she certifies that all persons appearing in the image and who may be recognised have given their prior written authorisation for the uses mentioned and that the property rights of third parties are not violated by these uses. The participant also certifies that he/she has obtained the permission of the owners of the goods or places photographed.

By participating in this Challenge, the participant agrees to hold the Promoter and its partners harmless against any claim or demand by a third party concerning the aforementioned rights.

### Article 4 - Designation of winners

#### 4.1. The winners of the Challenge will be chosen by a jury (the "Jury") in accordance with the criteria set out in Articles 3 and 4.3. A total of sixteen (16) winners will be chosen, distributed as follows:

- three winners for the theme "Rugby to tackle discrimination" (one winner per category) and one "Coup de Coeur CANON" winner chosen from all the photos;
- three winners for the theme "Rugby to foster inclusion of people with disabilities" (one winner per category) and one "Coup de Coeur CANON" winner chosen from all the photos;
- three winners for the theme "Rugby for all genders" (one winner per category) and one "Coup de Coeur CANON" winner chosen from all the photos;
- three winners for the theme "Our differences make us stronger" (one winner per category) and one "Coup de Coeur CANON" winner chosen from all the photos.

#### 4.2. The Jury will be composed as follows:

- two personalities proposed by France 2023;
- two personalities proposed by UNESCO;
- two personalities proposed by CANON;
- one person proposed by the association Territoires d'événements sportifs.

The composition of the Jury may change without affecting the organization of the Challenge.

#### 4.3. After receiving the photographs in accordance with the process described in Article 3 of the Terms, they will be anonymized and sorted according to the corresponding theme and then uploaded to a dedicated platform accessible only to the Jury. Photographs that do not comply with the Terms will be disqualified from the Challenge.
The criteria taken into consideration by the Jury to designate the winning Photos will be as follows:

- the good composition and clarity of the Photo;
- the link with the chosen theme and the message it conveys;
- the balance of gender representation across the winning photos.

Each member of the Jury will give a score from 1 (low) to 5 (high) to each photo. The photos will then be ranked according to their score in each category. The winning photos will be those with the highest score.

The Jury reserves the right to disregard any project without giving reasons. The decision of each Jury will be final.

4.4 The Challenge offers the possibility of winning a prize (the "Prize"). Only one Prize will be awarded per winner.

4.5 Apart from the Prize described in article 6, no costs will be borne by the Promoter.

Article 5 - Transfer of copyright on the Photo

5.1. When selected by the Jury, the winner (or the owner of the Photo “Coup de Coeur”) transfers free of charge to the Promoter its rights to the winning Photo, in the context of the promotion of the Challenge and the subsequent exhibition (as described in Article 6) for a period not exceeding 31 December 2024 from the date of the designation of the winners.

5.2. The winner (or the owner of the Photo “Coup de Coeur”) grants the Promoter the right to reproduce and represent the winning Photo directly on their social networks and on their website free of charge.

5.3. The winner (or the owner of the Photo “Coup de Coeur”) acknowledges and agrees that the Promoter may reproduce the photograph free of charge on any medium or media, existing or future, no later than 31 December 2024, worldwide, as part of its public relations work, and in particular in promotional documents, magazines and books (paper and electronic) and the Internet (including emailings, multimedia links and social networks).

5.4. The winners (or the owner of the Photo “Coup de Coeur”) are not entitled to any compensation for the transfer of rights under the above Clauses.

The winner expressly authorises the Promoter to sub-licence, without financial consideration, the rights obtained under clauses 5.1, 5.2, 5.3 and 5.4, linked to the Photo, to its institutional partners (in particular UNESCO and the host cities) and to the commercial partner CANON. The rights thus sub-licensed may only be used by the above-mentioned partners in the context of their communications to the general public, for information purposes, to the exclusion of any commercial exploitation.

5.5. A document containing all the provisions of this article entitled "Assignment of copyright" must be signed by each winner under the conditions described in article 7.

5.6. The Promoter undertakes to systematically cite the name of the winner as being the author of the published Photo. The winner authorises in advance the Promoter, UNESCO and CANON to use, without financial consideration, his/her name and image in the context of the communication of the Rugby World Cup 2023 about the Challenge, on paper, audiovisual and digital media.
Article 6 – Prizes

6.1. The Challenge offers the possibility of winning a Prize per winner. The Prize will consist of the following:

- The opportunity to have his/her photograph displayed on various media, in particular on the UNESCO grids, or in the host cities of the France 2023 Rugby World Cup. The Promoter will be authorised by the winner to transfer the rights to the Photo to the institutional partners of France 2023 in accordance with the provisions of article 5;
- The publication of the winning Photo on the UNESCO and France 2023 websites and social networks;
- A voucher of three hundred (300) euros to be used on the official shop of the Rugby World Cup France 2023 (https://shop2023.rugbyworldcup.com/fr);
- For the winners outside the “Coup de Cœur” category, a CANON camera, model
  - “Canon EOS R50 Mirrorless Camera, Black and RF-S 18-45mm F4.5-6.3 IS STM Lens” with a value of €949.99 (https://store.canon.fr/canon-appareil-photo-hybride-canon-eos-r50-noir-objectif-rf-s-18-45mm-f4-5-6-3-is-stm/5811C031/);
- For the winners of the category "Coup de Cœur CANON" a camera, model
  - “Canon EOS R8 mirrorless camera and RF 24-50mm F4.5-6.3 IS STM lens” with a value of €1,999.99 (https://store.canon.fr/canon-appareil-photo-hybride-canon-eos-r8-objectif-rf-24-50mm-f4-5-6-3-is-stm/5803C018/)
- Books about culture and photography given by UNESCO;
  o Value of 15 to 30 euros.

6.2. The Prize cannot be taken back by the Promoter, nor can it be exchanged for its cash value or for any other gift. The Prize is personal and non-transferable. The winner undertakes not to sell, offer to sell or use the Prize for commercial or promotional purposes.

6.3. UNESCO reserves the right not to exhibit a photo if its content violates any of the Organization’s regulations, rules, policies or values.

Article 7 - Delivery of the prizes and terms of use of the prizes

FRANCE 2023 will contact the designated winner by e-mail or telephone and inform him/her of his/her prize and the procedures to follow to access it during week 25 of 2023. No mail or private message will be sent to participants who did not win; only the winner will be contacted. The winner must respond within 7 days of the email being sent and provide his/her full contact details and the completed “Copyright Assignment” document (section 5.5). Without a complete response from the winner within 7 days of the e-mail being sent, he/she will forfeit his/her Prize and will not be entitled to any indemnity, prize or compensation whatsoever. In this case, the Prize will be reallocated at the time of a new designation.

The winner must comply with the Terms. If it turns out that he/she does not meet the criteria of the Terms, the Prize will not be sent and will be reallocated at a new designation. To this end, participants authorise any verification regarding their identity, age and contact details. Any false declaration, indication of identity or postal address will result in the immediate cancellation of the acquisition of the Prize by the winner, and the Prize will be reallocated at a new designation.

In addition, in the event that FRANCE 2023 is unable to deliver the prize won to the winner, for whatever reason, FRANCE 2023 reserves the right to substitute a prize of equivalent value, to which all participants agree.
Article 8 - Use of participants' personal data

Participants are reminded that in order to participate in the Challenge, they must provide certain personal information (see our personal data protection policy: https://www.rugbyworldcup.com/2023/privacy-policy) concerning them (surname, first name, e-mail address, postal address, photo, etc.). This information is necessary to determine the winner and to award, deliver and use the Prize.

The automated processing of this personal data is in compliance with the RGPD (General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016). In accordance with this same law, participants have the right to access their personal data at any time and the right to rectify or delete their personal data, which they may exercise by contacting the Promoter at the following address: dpo@france2023.rugby

The winner may not object to any free use of his/her name, first name, address, photograph and testimonial for information or promotional purposes in any exploitation related to the Challenge, unless he/she renounces his/her Prize.

Article 9 – Liability

9.1. FRANCE 2023 shall not be held liable for the impossibility of contacting the winner, nor in case of loss, theft or damage of the Prize during its delivery. FRANCE 2023 shall not be liable for any errors in the names, addresses and/or contact details provided by the winner of the Challenge. Furthermore, FRANCE 2023 declines all responsibility for incidents that may occur during the enjoyment of the prize awarded and/or due to its use and/or its consequences.

9.2. The Promoter is not responsible for any costs or expenses incurred by participants in connection with their participation in the Challenge. Internet usage fees are the responsibility of the participants.

9.3. FRANCE 2023 reserves the right, if circumstances so require, to shorten, extend, modify, interrupt, postpone or cancel the Challenge, without incurring any liability. However, any modification will be subject to an amendment.

9.4. FRANCE 2023 shall not be held liable for any malfunction that prevents access and/or the proper conduct of the Challenge. Thus, the Promoter shall not be held responsible in the event that one or more participants are unable to connect to the website due to any technical fault or problem related to, but not limited to
- Network congestion;
- Human or electrical error;
- Any malicious intervention;
- The telephone connection;
- Any software or hardware malfunction,
- A case of force majeure,
- Disruptions that could affect the smooth running of the Challenge.
The use of robots or any other similar process to participate in the Challenge in a mechanical way is forbidden. Violation of this rule will result in the definitive elimination of the director and/or user. The Promoter may cancel all or part of the Challenge if it appears that fraud has occurred in any form whatsoever. FRANCE 2023 reserves the right not to award the prize to fraudsters and/or to prosecute the perpetrators of such fraud before the competent courts.

**Article 10 - Right of exclusion**

FRANCE 2023 may, as of right and without prior notice, exclude any participant who has not complied with the Terms, and proceed with the pure and simple cancellation of any winnings to which the said participant may be entitled. The participant also acknowledges the Promoter's right to remove and cancel the participation in the Challenge of any participant who has not complied with the applicable rules for acquiring a prize.

**Article 11 - Evidence agreement**

It is agreed that, except in the case of an obvious error, FRANCE 2023 may rely, in particular for the purpose of proof of any act, fact or omission, on programs, data, files, recordings, operations and other elements (such as monitoring reports or other statements) of a computer or electronic nature or format or media, established, gathered or stored directly or indirectly by FRANCE 2023, in particular in its information systems. Thus, the aforementioned elements may be produced as evidence by FRANCE 2023 in any amicable or contentious proceedings. They shall be admissible, valid and enforceable between the parties in the same manner, under the same conditions and with the same probative force as any document that would be established, gathered or kept in writing.

**Article 12 - Accessibility of the Regulation**

The Regulation can be freely consulted at the following url: [www.letscelebrateourdifferences.com](http://www.letscelebrateourdifferences.com)

**Article 13 - Postal address of the Promoter**

For all disputes relating to the Challenge, the postal address for the corresponding mail is mentioned below:

GIP FRANCE 2023, 24 rue Saint-Victor - 75005 PARIS

**Article 14 – Completeness**

In the event that one of the clauses of the Terms becomes null and void due to a change in legislation, a court decision, or for any other reason opposable to the parties, this shall in no way affect the validity and respect of the other clauses of the Terms.

**Article 15 - Applicable law**

Participants acknowledge without reservation that the mere fact of participating in the Challenge makes them subject to French law.