

European Lung Foundation: Global Voices campaign

Terms and conditions

No purchase or payment of any kind is necessary to enter.

Entering the Campaign:

1. These terms and conditions ("**Terms and Conditions**") relate to ELF Global Voices campaign ("**Campaign**") initiated by European Lung Foundation, ("**We**", or "**Us**"), will run to increase representation of people with lung conditions. The European Lung Foundation is a non-profit organisation registered as a UK company (VAT no. GB 115 0027 74) and charity (no. 1118930).
2. By entering the Campaign, You ("**You**" or "**Your**") are accepting these Terms and Conditions, and You acknowledge that the Terms & Conditions may be changed (whether verbally, in writing or otherwise) by Us at any time at our sole discretion.
3. The Campaign is open to all people with lung conditions or those around them, who want to raise representation of what it means to have a lung condition.
4. If You are under 18, You will need Your parents or legal guardian to complete the application form
5. The Campaign opens at 12:00 CEST on 30 April 2025. For use a European Respiratory Society (ERS) Congress entries must be submitted before 12:00 CEST on 01 July. The Campaign formally closes at 12:00 CEST on 01 September 2025 ("**the Closing Date**"). Entries received after that date and time will not be considered for entry under any circumstances. We reserve the right to extend the Closing Date for a reasonable period of time, and in these circumstances, the date on which We elect to close the Campaign shall be the Closing Date.
6. To enter the Campaign, You must complete and submit the application form online, <https://woobox.com/xz5kjo> and upload an image that you feel best represents you and your life with a lung condition. You can enter as many times as you like.
7. The image should fit the following criteria:
 - The photo must represent or be related to having a lung condition;
 - The Participant assures that the photo does not infringe any third party rights, including copyright, and that they hold all Intellectual Property Rights on the photo, and is entitled to use the photo for participation in the ELF Global Voices Campaign, and to permit ELF to use the photo on its website, materials and social media (Twitter, Instagram, Facebook and LinkedIn), as well as physical and digital displays at ERS Congress and future events.
8. Submissions that do not fit within the required conditions will not be admissible and will not be considered. We shall retain full and sole discretion over every question as to the admissibility or otherwise of any given work. The following are examples (without limitation) of inadmissible work.
 - Copies of original work

- Photos that are in breach of copyright (or reasonably considered by Us to create a risk of infringing upon a copyright);
- Photos that in the reasonable view of Us, is demeaning to any specific group of people.

9. Our decision on these and all other matters is final and binding in all respects, and no correspondence will be entered into.

10. If You have any questions about how to enter or in connection with the Campaign, please email Us at info@europeanlung.org with " ELF Global Voices Campaign" in the subject line.

The Campaign:

11. We will examine and validate the submitted photos before accepting them and making them available to use.

We reserve the right to remove your entry if We suspect You have submitted photos which We believe are not genuinely obtained (i.e., believed to be not taken by You), or if You act disrespectfully towards other Participants in any way via social media or any other means of communication. We shall retain full and sole discretion over this decision.

Other Rules

15. You are responsible for the cost (if any) of creating Your photo and generally with respect to submitting your application to the Campaign.

16. By entering the Campaign, You agree to the collection, retention, usage and distribution of Your personal information in order to process and contact You about Your Campaign entry. The information You supply in connection with Your Campaign entry (including Your personal details).

- a. may be included in a database compiled for the Campaign and will only be used for the purposes related to the Campaign by Us; and
- b. will not be supplied to third parties other than as is reasonably necessary for purposes related to the Campaign.

All personal details will be held and processed in accordance with all relevant EU laws and regulations.

17. All information supplied (including personal details) in Your entry or otherwise provided must be truthful, accurate, complete and in no way misleading. We reserve the right to disqualify You if You have supplied untruthful, inaccurate, misleading or incomplete personal details and/or information, have failed to abide by the rules of the Campaign, and/or are in breach of these Terms and Conditions

and/or act in some way which We believe will bring Us and/or the Campaign into disrepute and/or impair the integrity of the Campaign generally.

18. The copyright of your photo will be fully assigned to Us by way of this agreement. By submitting your images in the Campaign, each entrant: (i) gives Us a non-exclusive, perpetual, transferable, irrevocable, royalty-free, fully paid-up license to use, modify, publish, create derivative works from, and display their photo, in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional, fundraising, or marketing purposes; and (ii) waives all rights and moral rights in their Photo in favour of Us, and their successors and assigns; and

a. The Organiser is entitled to authorise its members and non-profit partners to use the submitted photos for communication purposes under the same conditions as set out in clause 18.

19. By participating in this Campaign you agree to release and hold harmless the European Lung Foundation, their advertising and promotional agencies, and each of their respective agents, employees, directors, successors, partners and assigns (the “**released parties**”) from and against any and all actions, causes of actions, claims, costs and payments for damages, loss, injury or death, however occurring, in whole or in part, directly or indirectly, as a result of participating in the Campaigns or any Campaign related activity.

20. You warrant that You own the copyright to Your Campaign entry as its author, and that You own and can grant all rights in Your Campaign entry as required under these Terms and Conditions. You also warrant that the Your entry shall not contain any material that constitutes an infringement of copyright of a third party.

21. We accept no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by You as a result of Your entering into the Campaign. We further disclaim liability for any injury or damage to You or Your photo relating to or resulting from downloading or delivering such photos.

22. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Campaign with or without prior notice due to reasons outside Our control, and We shall have no liability to You or anyone else in this event for any reason whatsoever.

23. You shall indemnify Us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct or indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Us arising out of or in connection with any breach of these terms by You.

24. Nothing in these Terms and Conditions shall exclude Our liability for death, personal injury, fraud or fraudulent misrepresentation as a result of Our negligence.

25. These Terms and Conditions (as may be amended from time to time) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

26. The Campaign and these Terms and Conditions will be governed by United Kingdom law and shall be subject to the exclusive jurisdiction of the courts of The United Kingdom.

27. If any provision of these Terms and Conditions is deemed or declared void or unenforceable, this shall not affect the validity and enforceability of the remaining provisions.

28. Contact:

For any questions regarding the ELF Photo Campaign, please send an e-mail to info@europeanlung.org