

Terms and Conditions

Taking part in the **Danse l'Europe !** participative project means full recognition and acceptance of the following terms and conditions:

Introduction

Numeridanse is a multimedia platform providing access to a video collection and fun, story-telling experiences from the world of dance and its works, artists and themes.

Numeridanse is supported and managed by the Maison de la Danse in Lyon (SCIC SA – Headquarters: 8 Avenue Jean Mermoz 69008 Lyon - SIRET 313 955 288 000 52).

To mark the French Presidency of the Council of the European Union, the Maison de la Danse is developing a participatory project entitled, **Danse l'Europe !**, to be launched on the Numeridanse platform.

Danse l'Europe ! is a mobile app allowing all European citizens to experiment with dance during the French Presidency of the Council of the European Union.

The app will enable amateur dancers of all ages to come together and share the experience of dance in various public spaces across Europe, as well as in homes, offices, schools etc.

Using their mobile phones and a pair of headphones, participants will improvise a dance using audio instructions from a choreographer, available in all European languages.

The audio instructions will guide each participant through preparation, warm-up, and finally, 8 minutes of simple, fun, joyful choreography

Participants are invited to film themselves using the app and upload the video to the Numeridanse platform. The video will then be available in the project space and subsequently integrated, partially or entirely, into a film that will assemble all the entries received.

The Maison de la Danse accepts entries into the **Danse l'Europe !** project under the following conditions:



Terms and Conditions of Participation

1. Procedures

Participants must upload a video to the Numeridanse platform, in accordance with the technical and artistic criteria as set out below, no later than **30/05/2022**.

It is stipulated that:

- Each applicant must be of legal age as of January 1, 2022. According to the French Civil Code, the legal age is set at 18 years old;
- The video must not have been recorded prior to February 9, 2022.

Technical criteria

- Length: the duration of the choreographic sequence 9min30s
- Format: digital format (.mov, .avi, .mp4, .mkv)
- Quality: HD, Full HD, 4K

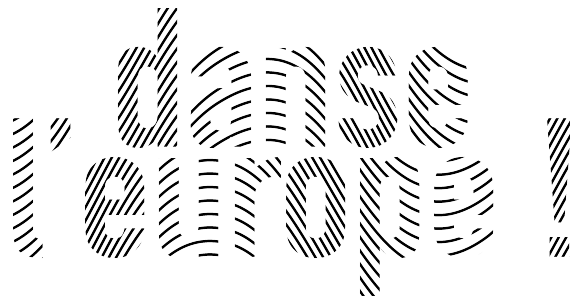
Artistic criteria

- Soundtrack: the **Danse l'Europe !** audio instructions
- Shooting location: outdoor or indoor

2. Rights – Guaranties

Each participant explicitly states:

- That they are the author of the video work produced for this project;
- That they hold all the necessary authorizations and agreements given by the participant(s) or any person contributing to the video uploaded to the Numeridanse site;
- That the original work does not infringe in any way the rights of any third party whatsoever;
- That the video respects all applicable laws, in particular intellectual property rights and image rights, and that it does not violate public order or decency,
- That they hold all rights to the video and that it is not subject to dispute of any nature whatsoever.



Additionally, each participant therefore guarantees the Maison de la Danse against any claim or proceeding that may be brought in connection with this video by any other person claiming any right whatsoever to the video uploaded on Numeridanse.

3. Transfer of Rights Free of Charge

Each participant declares that they transfer all property rights they hold on the video submitted online as part of the **Danse l'Europe !** project to the Maison de la Danse free of charge. This transfer is made for an indefinite period and across all jurisdictions.

Each participant declares that they understand they will not receive any sum of money as a result of their participation in the project.

4. Usage of Participant's Videos

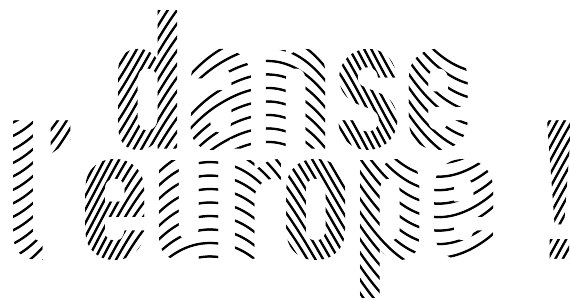
The videos sent by participants will be catalogued in a dedicated section of the Numeridanse site using the identifying details provided (surname, first name and organization).

A soundtrack, consisting of the audio instructions by Angelin Preljocaj and music by Jeanne Added, can be included prior to upload.

The videos will then be used in their entirety or as extract(s) according to the discretion of the Maison de la Danse in a film that will be created, produced and distributed on all media by its coproducers: the Maison de la Danse, the French Ministry for Culture - EU Council French Presidency 2022, the Ballet Preljocaj National Choreographic Center of Aix-en-Provence and Orbe.

In transferring the rights set out and accepted above, each participant therefore expressly authorizes the Maison de la Danse to select extract(s) from their video to appear in the aforementioned film without any right of supervision over the editing, whether the video is used in its entirety or as extract(s).

Each participant authorizes the Maison de la Danse, The French Ministry for Culture – EU Council French Presidency 2022, the Ballet Preljocaj National Choreographic Center of Aix-en-Provence and Orbe to use in any way whatsoever (whether free of charge or for a fee) as part of its activity on social media platforms, in particular Facebook, Instagram and Twitter, and on its websites, all or part of the video, as well



as the aforementioned film by any process, any means of distribution, in clear and encrypted form, on any network, by any technical means (both known and unknown), in any frame, in any language and in any format.

5. The liability of Maison de la Danse – Numeridanse

The Maison de la Danse cannot be held liable if data relating to a submission to the **Danse l'Europe !** project does not submit for any reason (unusable, incomplete, badly formatted digital file etc.).

The Maison de la Danse cannot be held liable for any damages of any kind (personal, physical, material, financial or other) that may occur during a person's participation in this project.

In particular, the Maison de la Danse cannot be held liable - and this list is not exhaustive - for any technical, hardware or software failure of any kind, for the risks of contamination by any viruses circulating on the network or for any possible lack of data protection or misappropriation.

Participation in this project means acknowledgement and acceptance of the characteristics and limitations of the Internet, in particular with regard to technical performance and data transfer times.

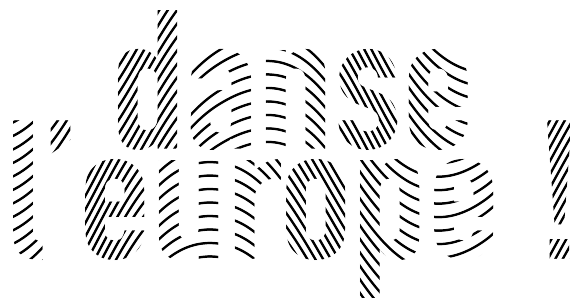
6. Personal Data

As part of this project, the Maison de la Danse is required to collect personal data about each participant, specifically their surname, first name, organization, country, city and email address. This data is necessary to carry out the project in which the participant has freely consented to participate, and will allow Numéridanse to send information to the participant. This personal data is solely used for the purposes of the **Danse l'Europe !** project.

The data will be held for the duration of the project and for a period of 10 years after its completion.

The participant has the option to exercise their rights of access, correction, opposition and deletion of their data in compliance with articles 38 to 40 of the law of 6 January 1978.

In accordance with the EU Regulation 2016/679 of April 27, 2016, known as GDPR, any natural person may exercise their right to limitation of data processing, deletion of their data and data portability. The participant can exercise these rights by



contacting the data collector - the Maison de la Danse - , via e-mail at numeridanse@maisondeladanse.com, or by post to the following address: 8 avenue Jean Mermoz 69008 LYON, indicating their surname, first name, address, e-mail.

The Maison de la Danse will reply as soon as possible. In the event of an unsatisfactory response the person has the possibility of referring the matter to the CNIL.

7. Dispute Settlement

The parties agree that any disputes that happen during the execution of this contract shall be first treated out-of-court between the parties themselves.

They undertake to meet within 15 days of receipt of a registered letter sent by either party to the other, in order to come to a common agreement and find an out-of-court settlement to the dispute.

Should an out-of-court settlement prove impossible within the three months following the start of the dispute, where receipt of the first registered letter constitutes the start of the deadline, the parties shall have recourse to the competent Lyon Court of Law.