

TERMS OF USE

These terms of use (« Terms of use ») apply to any visitor (the « Visitor » or « you ») or registered user (the « User » or « you ») of the website located at the following URL: www.esch2022.lu (the « Website »). This Website is aiming at presenting the missions and objectives of the « European Capital of Culture 2022 » programme, as well as communicating about Esch2022's programme of activity, as defined below.

The Website is operated by the non-profit organisation Capitale Européenne de la Culture 2022, registered with the Luxembourg Trade and Companies Register under number F10850, having its registered office at 153 rue de Luxembourg, L-4222 Esch-sur-Alzette (« we » or « Esch2022 »).

Access and/or use of the Website is subject to the acceptance and full compliance with the following provisions. Otherwise, we recommend that you do not use the Website.

1. SCOPE

The Terms of use govern the access and use of the Website by Visitors and Users, either natural or legal persons, governed by private or public law.

Access and/or use of the Website are subject to consultation, prior acceptance and full compliance with these Terms of Use. The Terms of use apply to the Visitors, from their connection to the Website and until the end of their navigation, and to the Users, from the activation of their user account and until its termination, for any reason whatsoever.

We reserve the right to modify at any time and without notice all or part of these Terms of Use. The amended Terms will be notified to Visitors and Users on the Website home page. If the Visitor/User continues browsing the Website after having been informed of the said modification of the Terms of Use, this continued use will be deemed acceptance of the new version of the Terms of Use.

2. ACCESS TO THE WEBSITE

2.1. The Website is freely accessible to anyone who has an Internet access. All costs relating to the access and use of the Website, whether costs for hardware, software or Internet access, shall be borne exclusively by the Visitors/Users. Visitors/Users are responsible for the proper functioning of their computer equipment and Internet access.

It is forbidden to attempt or try to attempt to the security of the Website and the data of its Users, to hack, in any manner, the Website and the data of its Users notably by means of computer viruses, overload, "flooding", "mailbombing" or "crashing", to take any action that imposes an unreasonable or disproportionately large load on the infrastructure that runs the Website or to use data mining systems, robots or any other similar method for the collection and exploitation of data. It is also forbidden to reverse engineer or decompile the pages of the Website.

Esch2022 reserves the right to refuse access to the Website, unilaterally and without prior notice, to any Visitor/User not complying with the Terms of Use.

2.2 Some sections of the Website may be reserved to Visitors who have previously created an account by following the steps indicated on the Website and are duly identified with their email/username and password.

When creating an account, the User expressly undertakes to provide accurate and up-to-date personal data and to update it, through his/her personal account, in order to ensure its relevance and accuracy throughout his/her relationship with Esch2022.

Likewise, the User agrees not to create or use more than one account, either under his/her own

identity or that of a third party.

The username and password as chosen when creating the account are specific to the User, personal and confidential. You agree to keep them secret and not to disclose them in any form whatsoever. You are exclusively responsible for the storage, use and transmission of your username and password. You are aware of the inherent insecurity of the use of automatic memory function of login credentials that your computer system can allow, and therefore assume full responsibility for the use and possible consequences of such a function. Any use of login credentials will be deemed to have been made by the User or by a person duly authorized by the User.

Therefore, Esch2022 shall in no event be held liable for any consequences resulting from illicit use, fraud or abuse of login credentials by a third party not expressly authorized by the User to which they relate and which results from the User's fault or negligence.

In cases of theft or misappropriation of login credentials, the User shall immediately notify Esch2022.

You may deactivate your account at any time after logging in to your personal account, which will irreversibly lead to the erasure of all Personal Data and content saved in your user account.

3. SUBMISSIONS OF PROJECTS

3.1 The Website allows previously registered Users to submit, in digital format, projects of an artistic nature (the « Projects »), either for the purpose of obtaining a financial participation or a license to use the « Esch2022 » label. These Projects may relate to one or more of the following four categories: « REMIX EUROPE », « REMIX NATURE », « REMIX YOURSELF » and « REMIX ART ».

3.2 The User wishing to submit a Project is invited to follow the steps mentioned online and to consult beforehand the document entitled « Call for Projects » accessible on the page dedicated to the submission of Projects, which describes the eligible Projects, the period in which Projects can be submitted, the Projects selection process, etc. Finalization of the process is subject to the acceptance, by the User, of the applicable information notice.

3.3 A selection Committee will analyse the various Projects submitted, according to the criteria described in the document entitled « Call for projects », above-mentioned. The status of the Projects can be consulted at any time via the User's personal account.

3.4 In case of rejection of the Project, we will send you a notification informing you that after a period of one month the contents saved in your user account relating to the Project in question will be deleted and that it is up to you to take your precautions to save these contents elsewhere.

3.5 You acknowledge, represent and warrant being solely responsible for any data and content you transmit to Esch2022 via the Website. You thus undertake to comply with the regulations in force, to respect the rights of third parties (intellectual property rights, personality rights, etc.) as well as the provisions of these Terms of use.

You agree to indemnify Esch2022 from and against any final monetary penalty imposed on Esch2022 and resulting from your use of the Website and in particular the filing of Projects in violation of these Terms of use and the applicable law. This undertaking is also valid in the event of a settlement agreement reached between Esch2022 and the third party having engaged its responsibility.

4. LIMITATION OF LIABILITY

4.1 We put all reasonable means at our disposal to ensure quality access to the Website and the security of the data that you provide us with via the Website, but do not assume any obligation of result in this regard. We do not guarantee the continuous operation of the Website, which may be interrupted for maintenance reasons.

We cannot be held responsible for any other malfunction or failure of the network or servers or any other technical malfunction beyond our reasonable control that would prevent or impair access to all or part of the Website, and in case of force majeure as defined by the applicable regulations.

Your attention is drawn to Internet limitations and constraints and to the fact that Esch2022 cannot therefore guarantee the total security of data exchanges. The User is expected to take all necessary measures to protect him/herself against unauthorized intrusions within his/her information system. Furthermore, the User is informed that functioning of the Website and response times may vary according to his/her system of connection parameters and his/her Internet access service network. Esch2022 assumes no responsibility in this respect.

As a result, we can in no case be held liable, directly or indirectly, due to any malfunction of the Website caused by one or more technical features inherent to Internet or to the computer hardware or software used by the User, for any reason whatsoever.

4.2 The materials published or provided on the Website are furnished to you "as is" and without warranties of any kind. Esch2022 assumes no responsibility and does not make any warranty that the information contained on the Website is accurate, complete, up-to-date or relevant, or that the Website contains no defects or that any defect will be remedied.

4.3 Esch2022 cannot be held liable in case of refusal of a Project.

5. INTELLECTUAL PROPERTY

All elements of the Website, including its structure, its graphics, its source or object code and its content (including, but not limited to, texts, graphics, images, photographs, videos, information, logos, icons, software, audio files and others, databases) are protected by intellectual property laws, and notably by copyright and trademark laws. The E22 logo is protected as a trademark and cannot be exploited by unauthorized third parties, notably to imply an endorsement from Esch2022.

Esch2022 reserves all rights on the Website. Access to and use of the Website cannot be considered as an assignment or a license agreement. As a result, you are prohibited from using the Website for purposes other than those mentioned above, including reproducing or publicly displaying, modifying, performing extraction or decompilation of all or part of the Website, including in particular its structure, its graphics, its object code or source and its content, without our prior and written express consent.

Any breach of the foregoing is an infringement punishable by law and is likely to engage your responsibility.

6. HYPERTEXT LINKS

The Website may contain links or references to other websites, including social networks, belonging to third-parties. We neither accept responsibility for the content of these websites, nor for the content that you decide to transmit to these third-party websites via the Website.

Any hypertext link to the Website requires the prior written express consent of Esch2022.

7. PERSONAL DATA

Esch2022 is processing Visitors' and Users' Personal Data according to the terms and for the purposes described in its Privacy Policy.

8. SEVERANCE

If any provision (or part of a provision) of these Terms of use is found by a court or an administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

9. GOVERNING LAW AND JURISDICTION

These Terms of use are governed by, and construed in accordance with, the laws of Luxembourg.

Subject to mandatory statutory provisions, the Courts of Luxembourg will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the validity, interpretation and enforcement of the Terms of use or the access and/or use of the Website.