

## TERMS OF USE

### 1. Introduction

This website is the official website of the "Greece 2021" Committee through which interested parties can submit their proposals for the implementation of initiatives and events in view of the completion of two hundred (200) years since the Greek Revolution.

### 2. Definitions

"**Committee**" is defined as the "Greece 2021" Committee consisting of individuals of recognized competence from the field of politics, literature, arts and science, which is established and operates pursuant to Article 114 of Law.4622/2019 and the Presidential Decree no. 96/2019.

"**Guest**" is defined as the plain visitor of the Platform (as the latter is defined below).

"**Intellectual Property Rights**" is defined as any trademark, trade name, logo, patent, copyright, database right, software, design, invention, trade secret, know-how, domain name, work, creation and any other intangible right, whether registered or not, including the rights to any applications for registration of the above.

"**Platform**" is the present website which includes the electronic system for submission of Proposals.

"**Proposal**" is defined as the submitted for implementation initiative / event with an aim to enhance the values of the Greek Nation, culture and history, which the User submits through the Platform for study and approval by the Wise Men Committee.

"**User**" is defined as the Visitor who submits a Proposal through the Platform.

"**Wise Men Committee**" is defined as the committee which is responsible for the evaluation of submitted Proposals for the celebration of the 200th national anniversary of the Greek Revolution.

### 3. General Information

3.1 The owner and administrator of the Platform is the Committee, and seat at Paleo Psychiko, at the premises of the entity under the name "Hellenic Foundation for Culture" (50 Kallari Str., Psychiko 154 52).

3.2 The purpose of the Platform is the submission, study, evaluation and promulgation of Proposals that will be included in the action plan for the celebration of the 200th national anniversary of the Greek Revolution. In this context, each User's Proposal will be forwarded for evaluation to the Wise Men Committee, which is responsible for approving the Proposal.

3.3 Each Proposal will receive a unique number of electronic submission (the "Protocol Number") when submitted to the Platform.

3.4 Proposals may be submitted either in Greek or English.

3.5 Any digital or other material which is part of the submitted Proposal will not be returned. Any costs involved in preparing the Proposals are undertaken solely by the Users themselves.

### 4. Requirements for Examination of a Proposal

A Proposal must meet the following formality and substance requirements, in order to be examined by the Wise Men Committee.

#### 4.1 Formality Requirements for a Proposal:

- (i) to be timely submitted,

- (ii) to include the full details of the User, either he/she is an individual (surname, name, address, phone number, e-mail address) or a legal entity (corporate name, registered seat, phone number, e-mail address , legal representative's details),
- (iii) the User has agreed to the present Terms of Use.

#### 4.2 Substance Requirements for a Proposal:

- (i) to constitute a proposal for implementing an initiative / event for the enhancement of the values of the Greek Nation, culture and history, as such have been formed since the establishment of the Greek State to date,
- (ii) to include reference to the means of its funding (provided that such funding exists), including information on the proposed funding contributor,
- (iii) all information that shall be provided to be true, accurate and correct, both in relation to the Proposal and to the personal data of the Users.

### 5. Evaluation by the Wise Men Committee

- 5.1 The acceptance or not of the Proposal is at the discretion of the Wise Men Committee, which informs the User about its decision. The Wise Men Committee has the right to request clarifications and/or further information on the Proposal from the User.
- 5.2 In the event that two (2) or more Proposals are alike as regards their essential elements, the Wise Men Committee will examine and evaluate such Proposals based on the exact submission time of each Proposal and its Protocol Number. Priority shall be given to the Proposal with a preceding in time submission as set out above [first come, first served basis].
- 5.3 In the event that the User violates the present terms before or after the evaluation by the Wise Men Committee, the latter has the discretion to reject the Proposal and/or revoke such participation.

### 6. Intellectual Property Rights

- 6.1 All the Platform's content, including images, graphics, photographs, drawings, texts, layout and generally all Intellectual Property Rights related to the Platform, constitute property of the Committee and are protected under the relevant provisions of applicable law. Any act of reproduction, copying, downloading, transmission, use, adaptation, translation, conversion or any exploitation of all or part of the Platform's content by a third party without the express consent of the Commission, is strictly prohibited.
- 6.2 The User has the moral right of paternity on his/her Proposal and related copyright works, according to the specific provisions of paragraph 1(b) of Article 4 of Law 2121 / 1993.
- 6.3 With the approval of the Proposal, and provided that there are no adverse provisions of applicable law, the User fully transfers without any financial consideration to the Committee all its Intellectual Property Rights and other rights associated with the Proposal, either created by him/her, or by his/her employees or associates. In the event that for Intellectual Property Rights on the Proposal, the User only has rights of use (and not full ownership), he/she grants the Committee the irrevocable, transferable, free of charge, exclusive right to use, present to the public, publish, reproduce, adapt, publicly perform, transmit, distribute and in general exploit such, for the purposes described in the present terms. The User also expressly warrants and represents that in relation to the Proposal submitted through the Platform (a) the Intellectual Property Rights regarding the Proposal are either owned by him/her or he/she is entitled to grant the above mentioned license, (b) he/she has obtained the necessary approvals and consents by third parties for the transfer / grant of license to use to

the Committee of any Intellectual Property Rights regarding the Proposal, (c) the Proposal is an original idea of the User and does not infringe any Intellectual Properties Rights or other rights of third parties. In case any third-party raises any claim for infringement of its rights by the submitted Proposal, the User has exclusive responsibility and is obliged to undertake any related proceedings and discharge the Committee from any liability for damages, including costs and expenses of all kinds.

6.4 It is clarified that the submission of a Proposal in no way implies that the User has acquired any rights over the Committee's trademarks.

## **7. Personal Data Protection**

Detailed information on the collection and processing of Users' personal data, as well regarding the Users' rights in relation to such data is included in the Platform's Privacy Policy, which forms an integral part of the present terms.

## **8. Guest / User Responsibility**

The Guest / User uses the Platform under his/her exclusive responsibility in accordance with the provisions of applicable legislation, as in force.

The Guest / User using the Platform assumes responsibility for any damage caused to the Committee by any unlawful or improper use of the Platform. Indicatively, improper use of the Platform for which the User is solely responsible, is the submission of misleading or false Proposals which will result in disrupting the Committee's work.

## **9. Security**

For the protection of information that is transmitted through the Platform, software is used. In that way all the personal information are encrypted, so that it is not possible that such are read or modified during their online transmission.

## **10. Liability Disclaimer**

**Technical operation of the Platform:** The Committee does not guarantee that the webpages, services, options and contents of the Platform will be provided without interruption, without errors and that errors will be corrected immediately. Also it does not guarantee that the Platform or any other related website or the servers through which the Platform is made available to its Users and Guests are provided without viruses or other harmful elements. Also, the Committee cannot be held liable for interferences due to (temporary and / or partial) suspension of operation, repair works, upgrading or maintenance of the Platform or for reasons that constitute *force majeure*.

**General Liability Disclaimer:** To the extent permitted by law, the Committee, its members, consultants, representatives and agents, its partners, the members of its administrative bodies or other third parties involved in creating, promoting or making available the Platform and its content in any manner, will not be held liable for (i) any civil, criminal, special, indirect or consequential damage or loss, any loss of profit or revenue, any loss of or damage to clientele or reputation, any loss of a right for compensation, (ii) any (direct, indirect, consequential or punitive) damages, losses or damages or charges which the User undertook, following or in connection with the use, the inability to use or the delay in using the Platform, or (iii) for any (personal) injury, death, personal property damage or other damage, loss or charge undertaken by the User. The Committee has no responsibility to crosscheck information provided, especially in case of a false or inaccurate Proposal, and it reserves all its rights and its claims for recovery of any damage associated or arising from any false or inaccurate statement.

## **11. Applicable law**

The provision of the Platform and its related functions are subject to and interpreted in accordance with Greek Law and any dispute arising from the present terms, which has not been resolved amicably, is subject to the exclusive jurisdiction of the Courts of Athens.

## **12. Other Terms**

12.1 For the purpose of improving the Platform and the features provided therein, there may be amendments to the present terms for which Users / Guests may be informed through the Platform. For this reason, Users / Guests are advised to read these terms of use regularly in order to be informed of any amendments to their content.

12.2 The User duly declares, warrants and represents that he/she is at least 18 years old and is legally capable of submitting the Proposal under these terms. In the event that the Proposal is submitted by the User on behalf of a legal entity, the User declares that he / she is legally representing the legal entity and has been provided with all relevant consents / authorizations.

In case the User requires any clarification regarding the submission of a Proposal he may contact [secretariat@greece2021.gr](mailto:secretariat@greece2021.gr).

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