

**The**  
**C**leanor  
of Castile,  
Queen of  
England  
**Award**

**Terms & Conditions**

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**FHB**

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# Terms & Conditions

## The Eleanor of Castile, Queen of England Award

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### SPANISH-BRITISH COMMUNICATION AWARD

*In honor of Eleanor of Castile (1241- 1290), Queen of England through her marriage to Edward I. She was an influential personality who contributed of strengthening the ties between Castile and England. She was a key figure who symbolised the beginning of a period of understanding between two Monarchies that would later give birth to the Kingdom of Spain and the United Kingdom of Great Britain and Northern Ireland.*

These terms and conditions (“**Terms and Conditions**”) regulate the rules applicable to the media award “The Eleanor of Castile, Queen of England Award” (the “**Award**”), organised by the Fundación Hispano Británica (the “**Foundation**”), with Tax Identification Number G-78101722, registered address at Avda. Pío XII, 92, 28036, Madrid, registered in the Register of Foundations (“Registro de Fundaciones de competencia estatal”) under registration number 128.

The Foundation will celebrate this year 2024 the first edition of its award “The Eleanor of Castile, Queen of England Award”, which aims to promote and recognise the work of journalists, researchers and disseminators (“divulgadores”) in the media in Spain and the United Kingdom for their contribution to a better relationship and mutual understanding between the Spanish and British societies.

### 1. PURPOSE AND AIM OF THE AWARD

Written works published in Spanish or British print or digital media with a date of first publication between 19 May 2022 and 19 May 2024 are eligible for this Award, provided that the nomination meets the requirements set out in section 2 of these Terms and Conditions.

The purpose of the Award is to select the best work from among all those submitted, in accordance with the assessment criteria indicated in section 3 of these Terms and Conditions of the Award. This choice will be made by an independent jury, at its discretion, as detailed in section 4 of these Terms and Conditions.

### 2. ELIGIBILITY FOR PARTICIPATION IN THE AWARD, THE APPLICATION AND SUBMISSION PROCEDURE

The mere participation in the Award implies full acceptance of and adherence to these Terms and Conditions by all Candidates (as defined below). Candidates undertake and warrant that they are aware of these Terms and Conditions and have accepted them in full. Any failure to comply with the deadlines or procedures reflected in these Terms and Conditions may result in the Candidate being ineligible for the Award.

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The Award is open to anyone who submits, in their own name, a work via a form hosted on the Fundación Hispano Británica website (<https://fundacionhispanobritanica.org/>).

This form will include a field to attach those works submitted in PDF format and another field to attach links to those works published online.

Each author of a work submitted for the Award shall be considered as a Candidate under these Terms and Conditions.

Works may be presented by several authors, in which case the number of authors of the work presented and their identity must be specified, all of them having, jointly, the status of Candidate.

The information provided by Candidates must be valid and accurate. Should the Candidate at any time provide false, incorrect, inaccurate, out-of-date or otherwise inaccurate information, he/she may be excluded from the Award at the discretion of the Foundation.

The following requirements must be taken into consideration for Candidates to be able to apply:

- **If links to download the work are attached**, these links must not have an expiry date. In case the **Candidate** attaches a link to a website to access the work he/she submits, he/she **must ensure that it is possible to access the work at any time** (for example, he/she must ensure that it is not necessary to be subscribed to the media or web portal to access the work and that the website does not have a restriction on the number of times it can be accessed or of any other nature).
- The submission period is from **Monday 20 May 2024 (00:00 h Madrid)** to **Saturday 20 July 2024 (23:59 h Madrid)**.
- **Texts** submitted for the Award must be a **maximum of 2,000 words**.
- **Each Candidate** may submit a **maximum of 5 works**.
- Works must have been published in British or Spanish media, in Spanish or English language, and **must be submitted in the language in which they were first published**.
- Nominations will not be accepted for works in which a member of the Jury, as well as any person of the Foundation involved in the organisation of the Award, has participated directly or indirectly.



- **A separate form must be completed for each entry**, even if the same Candidate submits several entries. The completion of all fields marked as compulsory on the form is essential, and, therefore, the Foundation reserves the right to reject those forms whose fields are incomplete or incorrect or unintelligible at its discretion.

For any queries regarding the Award, candidates may contact the Foundation at the following email address: [info@fhb.es](mailto:info@fhb.es). In the event that the Foundation detects that a Candidate has failed to comply with any of the points described in these Terms and Conditions, the Foundation may withdraw the candidature.

### 3. CRITERIA AND DETERMINATION OF THE WINNER OF THE AWARD

The winner of the Award will be chosen by an independent jury to be appointed by the Foundation (the “**Jury**”), which will be chaired by Mr José María de Areilza Carvajal, Count of Motrico.

The Jury reserves the right to reject any work submitted, as well as the right to declare the Award void.

The selection of the winner is at the sole discretion of the Jury, which will take into account the following elements in determining the winner of the Award (the “**Criteria**”):

- The contribution of the work to a better relationship and mutual understanding between the Spanish and British societies will be considered.
- The fluency and balanced length of the work will be considered.
- It is essential that the language used is understandable to the general public.
- Works will also be judged on whether they present a new or innovative angle on the subject matter and/or whether the piece addresses the subject originally.

The Jury shall deliberate on the works submitted by the Candidates and shall choose the winning work based on the Criteria. The Jury’s decision shall be reached by consensus among its members. In the event that the members of the Jury are unable to reach a consensus, it will be sufficient if an absolute majority of the members of the Jury agree on which of the works submitted by the Candidates should be selected as the winner of the Award.

The Foundation reserves the right to make changes in the composition or functioning of the Jury if it deems it appropriate.



#### 4. COMMUNICATION OF THE CANDIDATES WHO HAVE WON THE AWARD

The Foundation will inform the Candidate who wins the Award once the Jury has decided in his or her favour. The Foundation reserves the right to communicate privately to the winning Candidate through the contact details that the Candidate has communicated to the Foundation when submitting the corresponding work, as well as publicly through the announcement of the Jury's decision on social networks and on the Foundation's website. In any case, the Jury's decision will be made public at an event at which the name of the winner will be announced. The date of this event will be duly announced on the Foundation's website.

Following notification, the winning Candidate must formally accept the Award and receive the Award at the event organised for this purpose by the Foundation, the date, time and venue of which will be duly communicated by the Foundation at least one month in advance (the **"Acceptance"**).

The Foundation reserves the right to reasonably determine the date, circumstances and type of meeting to be held to present the Award and the allocation. If the winning Candidate is unable to attend the Acceptance in person or by proxy, the Foundation shall be entitled to withhold the Award from the winning Candidate.

#### 5. AWARD

The winner will receive THREE THOUSAND EUROS (€3,000) gross [and a diploma certifying his/her winning of the Award] (the **"Award"**). The Foundation will withhold the relevant amount of the Award money in accordance with applicable tax laws.

The Award is personal and non-transferable and will only correspond to the Candidate identified as the winner in accordance with these Terms and Conditions.

For clarification purposes, it should be noted that only one Award will be awarded even if the work has been carried out by more than one author. The Award will be considered to have been awarded once the Foundation has delivered it to any of the authors who have produced the winning work. The Foundation assumes no liability to the winning Candidates in such an event, and the Candidates accept that the distribution and allocation of the Award among the various authors of a particular work is the responsibility of the winning Candidates.

#### 6. SPONSORS

The prize of THREE THOUSAND EUROS (€3,000) will be sponsored in equal parts by Sir Roger Fry, HE the Ambassador Mr Carlos Miranda, Count of Casa Miranda and Mr Óscar Fanjul.



### 7. INTELLECTUAL PROPERTY

The intellectual property rights that are generated or have been generated from the works entered for the Award will be the property of their respective authors and/or any other subject of law authorised for this purpose.

Participation in the Award implies the transfer to the Foundation of the reproduction, broadcasting, publication and dissemination (“difusión”) rights over the works submitted, all of which are non-profit and without compensation.

By participating in the Award, the Candidate affirms that his/her work is original and exempts the Foundation from any liability whatsoever for any claim or claim of infringement of intellectual property rights related to the work submitted.

By the mere fact of submitting their candidature for the Award, the Candidates represent and warrant that:

- They hold exploitation rights over intellectual property, or over image rights of third parties, associated with the materials, services or works that are the subject of the Award.
- They have not entered into any prior commitments with third parties, including publishers, media agencies, or representation agents, which may preclude their participation in the Award and/or the assignment of exploitation rights set out in this section.

The Candidate agrees to hold harmless and indemnify the Foundation and any related entity from and against any claims, liabilities, damages, losses, costs and expenses arising out of or in connection with any breach of the representations and warranties made by the Candidates in these Terms and Conditions.

### 8. USE OF SOCIAL MEDIA AND IMAGE RIGHTS

In connection with the Award, Candidates must refrain from publishing illicit or disrespectful content on their social media profiles, as well as any content that could damage the reputation or image of the Foundation, collaborating entities or any other person or entity involved in “The Eleanor of Castile, Queen of England Award”.

The Foundation may collect, store, republish, process, treat, use and communicate the comments shared by the Candidates on their social media profiles in the context of the Award for the promotion of the Award. Their use by the Foundation shall be limited to the purposes necessary in the context of the Award for the proper management and monitoring of participation in the Award, publicity of the Award, and fulfilment of the objectives and purpose of “The Eleanor of Castile, Queen of England Award”.



For the purposes of the Award, the Candidates expressly consent to the use of their name, social media username, voice, appearance, identity and personal image (“**Personal Image**”) by the Foundation or through collaborators or any other third party for the purposes described above. This use may take place worldwide, for the duration of the “The Eleanor of Castile, Queen of England Award” and indefinitely after the end of the Award, for the purpose of informing about and promoting the Award. The use of the Personal Image may include the publication and/or dissemination (“difusión”) of the Personal Image in any media, Internet, websites of the Foundation or third parties, television, press, print media and other similar media. Among other uses, the Foundation may publish the Personal Image of the Candidates who are winners or finalists in any media, including social networks.

The Foundation may use the photographs, videos, or audios resulting from award ceremonies, potential events, or events promoting the Foundation’s activities for dissemination (“difusión”) in any medium, support, and/or platform for institutional and communication purposes.

### 9. FRAUD

In the event that the Foundation or any entity involved in the organisation, promotion and development of the Award detects any anomaly in the participation of a Candidate or suspects that a Candidate is impeding the normal development of this Award, illegitimately altering his/her Candidate account creation or that of third parties by any organisational, technical or computer procedure, in order to falsify his/her participation or that of third parties, it may unilaterally remove the registration of that Candidate and exclude him/her from the Award without the Candidate having any claim in this respect.

The work selected as the winner must present the certificate of authenticity of the work (signed by the director and enclosing the Candidate’s ID number). This certificate must be sent by e-mail to the Foundation. The organisation of the Award reserves the right to disqualify finalists who are unable to submit their entries by the organisation’s deadline.

### 10. RESPONSABILITY

The Foundation accepts no responsibility for any loss, damage, theft, delay, or any other circumstance attributable to third parties or to the functioning of the Internet and the systems used by the Candidate, which may affect the development of the Award, including voting, broadcasts, and awards awarded in the same context.

The Candidate agrees to hold harmless and indemnify the Foundation and any related entity from and against any claims, liabilities, damages, losses, costs and expenses arising out of or in connection with the content of the work submitted (by way of example, against claims or



liabilities arising from the fact that the content of a work may be considered false, libellous, defamatory, injurious or harmful by a third party).

### **11. COMPLAINTS PROCEDURE**

It will be understood that both the Candidates and the winner accept these Terms and Conditions of the Award in their entirety, as well as the Criteria of the Jury and the Foundation with regard to the resolution of any question arising from these Terms and Conditions of the “The Eleanor of Castile, Queen of England Award”.

The claims period ends three (3) calendar days after the date of communication to the winner(s) of the Award is notified. Claims must be submitted in writing and shall be addressed to the Foundation’s registered office.

The aforementioned Terms and Conditions and any dispute or claim (including a non-contractual dispute or claim) arising out of or in connection with these Terms and Conditions shall be governed by the common laws of the Kingdom of Spain. The applicable law will determine the jurisdiction to hear any claims or disputes that may arise between the Foundation and the Candidates.

### **12. PROCESSING OF PERSONAL DATA**

In compliance with the provisions of current legislation on data protection, the Foundation states that the personal data provided through the candidatures for “The Eleanor of Castile, Queen of England Award” will be processed by the Foundation, as the data controller, and will be included in a file owned by the Foundation for the necessary purpose of managing the candidature, the awarding of the Award to the winners, as well as, where appropriate, publicising the names and surnames of the winners by electronic and non-electronic means.

The legal basis for the processing of personal data is based on the fulfilment of the contractual relationship when applying for the “The Eleanor of Castile, Queen of England Award”.

The personal data will be kept, duly protected with the appropriate security measures, for the time necessary to fulfil the purposes of the Foundation within the framework of the Award, and even afterwards, duly blocked, until the eventual liabilities deriving from this relationship expire. The personal data collected may be communicated to banks and financial institutions for the management of payments and to Public Administrations in the cases and for the purposes foreseen in the regulations in force.

The candidates are informed by means of these Terms and Conditions that no automated decisions will be made without human intervention. Additionally, personal data will only be



transferred to the United Kingdom, for the sole purpose of managing the participation in the Award. In this regard, the United Kingdom has an adequacy decision from the European Commission.

The Candidate may at any time exercise his/her rights of access, rectification, deletion, limitation of processing, opposition and portability, under the terms provided for in the data protection regulations, before the data controller by sending the corresponding request to the Foundation by e-mail ([info@fhb.es](mailto:info@fhb.es)). In the context of this request, the Foundation reserves the right to request additional information from the Candidate to verify his/her identity.

Should the Candidate so wish, he/she may contact the Spanish Data Protection Agency at [www.aepd.es](http://www.aepd.es) for any claim arising from the processing of his/her personal data.

Candidates, at the time of providing their personal data, declare and guarantee that all personal data they provide to the Foundation are accurate and correspond to their identity.

Candidates guarantee that they are duly authorised to process the personal data of third parties contained in the materials submitted in their candidature. They also guarantee that they are entitled to communicate this data to the Foundation for any processing that may arise in the context of managing their candidature for the Award.

### **13. MODIFICATION OF THE AWARD AND THE TERMS AND CONDITIONS OF THE AWARD**

The Foundation reserves the right to modify or cancel the Award during the course of the Award, for any reason, including circumstances of force majeure or fortuitous event, as well as any other duly justified cause affecting the correct and reasonable development of the Award by the Foundation, without the Candidates having the right to claim against the Foundation as a result of such modifications or cancellation.

The Foundation will publish the version of the Terms and Conditions of the “The Eleanor of Castile, Queen of England Award” in force at any given time, without prejudice to its right to make, at any time, the modifications, updates or changes that it considers necessary in accordance with this section, without the Applicants having the right to claim against the Foundation as a result of such modifications or cancellation.

### **14. DISCREPANCIES**

These Legal Terms and Conditions have been drawn up in Spanish and English. In case of discrepancies between the two versions, the Spanish version shall prevail.