

ESC23 Volunteer Commitment

Liverpool City Council (LCC) are hosting what will be referred to in this Volunteer Commitment as the Eurovision Song Contest 2023 (ESC23). As part of ESC23, LCC have the pleasure of coordinating volunteer support and are delighted that you have chosen to apply to be a volunteer at ESC23 (ESC23 Volunteer).

The purpose of this Volunteer Commitment document is to:

- set out information and criteria regarding the application process.
- detail the role of ESC23 Volunteers, including what we (we in this Volunteer Commitment means LCC on behalf of ESC23) expect from ESC23 Volunteers.
- detail how ESC23 Volunteers will play a crucial part in helping to deliver a memorable and successful event.
- outline important matters regarding your personal data and our confidential information and intellectual property.

All applications must be factually accurate and the original work of the applicant. All applications will become the sole property of LCC and you acknowledge that your application will not be returned to you.

Applications and the application process

- 1. The application period opens on 2 February 2023. On 14 February 2023, the application process will be closed and we will not accept any further applications. We in our sole discretion may amend or extend the application period or reactivate the application process prior to the commencement of ESC23.
- 2. You must satisfy the following Volunteer Selection Criteria:
 - be aged 18 or over on 29 April 2023;
 - be able to speak and read English or communicate in British Sign Language (BSL);
 - you must have the right to volunteer in the United Kingdom;
 Volunteering opportunities are open to any foreign national who has a work visa. EU
 nationals are permitted to volunteer if they have settled or pre-settled status. Foreign
 nationals visiting the UK are not permitted to volunteer for Liverpool City Council as the
 Council is not a registered charity.
 - Ukrainians who entered the UK under the government's **Ukrainian Scheme** have a time-limited right to work and can therefore volunteer with the relevant permit, stamp or visa. If they entered the UK before March 2022 they can apply to have their visa changed. People currently **seeking asylum** in the UK are also permitted to volunteer.
 - be available for the ESC23 period and able to complete at least 4 volunteer shifts between 26 April and 15 May 2023;
 - be available for an interview either online or over the phone as part of our selection process



- be able to attend and meet the cost of travelling to a training session on 1st or 2nd April 2023;
- be able to attend and meet the cost of accommodation, travel and expenses for the duration of your shifts at ESC23
- agree to a background security check if required for your role and provide a proof of ID
- 3. Your application to be ESC23 Volunteer is completely voluntary and is made on the basis that if selected you will volunteer your services for free without any entitlement to payment or other compensation. You agree that neither we or you intend to create any employment or similar relationship.
- 4. We may take steps to verify the eligibility of anyone submitting an application and you may be asked to provide additional information for these purposes. We may withhold awarding any ESC23 volunteer role until we are satisfied that the application has been suitably verified.
- 5. We have the sole and exclusive right to select applicants to participate as ESC23 Volunteers. We reserve the right not to offer you a volunteer role and have no obligation to give reasons for rejecting an application. Any decision we take as to eligibility will be final and, due to the large number of expected applications, no correspondence will be entered into.
- 6. You consent to the relevant central government, governmental agencies and departments, including the Home Office (ministerial department of the Government of the United Kingdom, responsible for immigration, security, and law and order) and Merseyside Police undertaking an accreditation security risk assessment check if required for your role using the information provided in this application as a requirement of becoming a ESC23 Volunteer.
- 7. If you select interest in a volunteer driving role with ESC23, we may apply to the DVLA and relevant authorities for details of your driving record, including details of any driving related offences.
- 8. You confirm that any information you provide to is in your application is truthful, current, complete and accurate. If any information you provide is found to be fraudulent, invalid, incomplete or inaccurate or you are otherwise found to have manipulated the application process, acted unfairly, dishonestly or unlawfully, tried to influence the application process by disruption, annoyance of employees or representatives of the Organising Committee, LCC or other third parties, then your application may be withdrawn or in circumstances where you have been selected as a ESC23 Volunteer, you may be removed from your role as a ESC23 Volunteer (without any entitlement to any compensation).
- 9. Please ensure that any personal information you have provided us with is kept up to date and that you monitor any correspondence that we provide you with.

Selection as a ESC23 Volunteer

10. If you are selected as a ESC23 Volunteer, you confirm that you will be available to volunteer during your allocated shifts (either consecutive or non- consecutive) during the period of ESC23 (26 April – 15 May 2023).



- 11. You agree to comply with the ESC23 Volunteer Code of Conduct and all other necessary requirements that we notify you of. This may include ESC23's applicable policies, procedures and guidelines and other lawful directions.
- 12. It is important that you participate in every phase of the application process on the appointed dates and that you attend all mandatory training sessions. It is also essential that you communicate with us by reading and answering our emails within the given deadlines.
- 13. You will not be paid a fee for being a ESC23 Volunteer. Any costs, which includes travel, accommodation, food and other ancillary expenses will be your sole responsibility. You will be provided with a meal voucher and some uniform items that you will be asked to wear.
- 14. If you are selected as an ESC23 Volunteer you will need to accept the offer to volunteer via the online portal, which sets out the details of your participation together with any other relevant documentation.
- 15. If you are selected as an ESC23 Volunteer it is expected that you will:
 - fulfil the shifts allocated to you, at the allocated times and places
 - wear, whilst participating as an ESC23 Volunteer, the official uniform provided to you, which may include commercial signage and/or logos
 - consent to receive first aid and/or medical treatment by appropriate personnel if required while participating as an ESC23 Volunteer.
- 16. If you are selected as an ESC23 Volunteer you must not:
 - display any visible signage or logos or promote any commercial product or entity while participating as an ESC23 Volunteer,
 - substitute another person in your place, have another person or pet (excluding any companion workers or assistance dogs) accompany you during your participation as an ESC23 Volunteer, or
 - change the role allocated to you, without our prior written approval which we may withhold in our absolute discretion.

Confidential Information, Publicity, Intellectual Property Rights and use of Footage

- 17. If you are selected as a volunteer, you confirm that you will keep confidential all information which you know or ought reasonably to have known is confidential concerning the ESC23, LCC, the BBC, EBU, ACC Liverpool.
- 18. You confirm that you will not make any public announcements (including via social media) or give any assistance to any media organisation, disparaging or otherwise, in relation to the writing, publishing or broadcasting of any story or comment relating to ESC23 or your application, except if we have approved the proposed announcement or assistance in writing prior to publication.
- 19. We need to confirm some important points regarding intellectual property rights:



- EBU own the Eurovision Song Contest trade marks, logos, branding, designs, artwork, images, text and other content and give BBC and LCC the rights to use them. EBU will own all intellectual property rights in any content containing the owned ("ESC23 Materials").
 Nothing in your application will affect the EBU's ownership of its intellectual property rights in the ESC23 Materials.
- Ownership of any materials you provide or submit in connection with your application (whether in written, audio, electronic or visual form, in whole or in part) (the "Materials") is automatically assigned to LCC at the time the Materials are provided or submitted. LCC may deal with the Materials in accordance with its rights and obligations as the lawful owner of the Materials including, but not limited to, the production and sale of merchandise and marketing and advertising purposes.
- You confirm that you own the copyright and all other intellectual property rights in and attaching to any Materials you submit and that you are lawfully able to assign ownership of the rights in the Materials as set out in this application. You also consent to the infringement of any moral rights that you have in the Materials.

20. You agree to being broadcast, filmed, photographed, interviewed or otherwise recorded in connection with your volunteering experience (without compensation) and you also agree that LCC can use such tape, photograph, interview or footage (the "Footage") during the event and for any promotional purposes connected with the ESC23 now or in the future. This includes the right to use the Footage in any advertisements and other publicity materials, direct mail, books, newspapers, magazine articles, television programmes, digital channels, social media and internet publications throughout the world. The Footage will belong to LCC for the duration of ESC23 and beyond. You acknowledge that you have no moral rights in the Footage and release and discharge LCC from all claims whatsoever including claims relating to your moral rights in connection with use of the Footage and your rights in it.

General

- 21. To the extent permitted by law, you agree to release and hold harmless LCC, its officers, staff, agents and its personnel from any expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) ("Losses") incurred or suffered by you and which arise out of, are caused by, are attributable to, or result from your application or your participation as a Volunteer, except to the extent such Losses are caused or contributed to by a wrongful or negligent act or omission of LCC its officers, staff, agents or personnel
- 22. We accept no responsibility for applications that are incomplete, delayed, lost, damaged or unreadable/unviewable whether due to failure or non-availability of the website, the submission of incomplete information or any other reason.
- 23. We may delay, postpone or cancel the Volunteer Programme, if we consider it necessary to do so, or in the unlikely event that the ESC23 is cancelled.



24. Any personal information or contact details supplied in connection with your application will be used, shared and retained as set out in the <u>Volunteer Programme Privacy Notice</u> together with our main ESC23 Privacy Notice posted at here.

