

# The Wildlife Trust for Bedfordshire, Cambridgeshire and Northamptonshire Photography Competition 2023

#### **Terms and Conditions**

These terms and conditions govern the Wildlife Trust for Bedfordshire, Cambridgeshire and Northamptonshire Photography Competition 2023. The competition organisers are the Wildlife Trust for Bedfordshire, Cambridgeshire and Northamptonshire [WTBCN]. By accepting the Terms & Conditions of the competition and subsequently submitting your photographs, you have entered into an agreement with the organisers.

The organisers reserve the right to modify these terms and conditions without notice.

# 1. Competition entry

By entering the competition, you agree to the provisions of these terms and conditions and to comply fully with them.

The competition opens at 6pm on Monday 30th January 2023 and closes on Tuesday 2nd May 2023 at 9am. Submissions must be received by the closing date.

# 2. Eligibility

The competition is open to anyone of any age with the following exceptions:

- individuals directly involved in organising or judging the competition
- professional photographers, defined for the purposes of this competition as those who earn more than half their income through photography

Those in doubt as to their eligibility must contact the organisers using email: cambridgeshire@wildlifebcn.org for clarification before entering. The organiser's decision on eligibility is final.

If you are under the age of 18 you must have permission to enter from your parent or guardian. Your parent or guardian will be required to submit the application on your behalf. By submitting an entry for the competition, your parent or guardian is deemed to have given such consent and to agree to the use of the entry as described in these terms and conditions.

# 3. What to enter

- The photographs must be submitted in landscape orientation. The organisers
  reserve the right to crop and enhance photographs for reproduction in the calendar,
  which is published in A4 landscape format, and other media if required. If in doubt,
  please ask us before submitting.
- Photographs must be digitally submitted at a resolution of 300 pixels per inch at A4 (i.e. image dimensions of at least 3508 x 2480 pixels) In TIFF or JPEG/JPG file format, and if required also supply a copy of the raw file.



- Photographs must not have won an award in any other photographic competition at the time of entry.
- Images must not have been taken in commercial blinds or hides.
- Images must not feature any captive or domesticated animals.
- All images must be taken within the counties of Cambridgeshire, Bedfordshire and Northamptonshire.

The photographs will be judged against the following brief:

- Produced to reflect the overall competition theme "Immersed in nature".
   This is meant as creative guidance and inspiration, and the organisers reserve the right to judge the significance of this.
- How they fit the categories of the competition's categories- 1) Flora and Fauna 2)
   People in Nature And 3) under 18. The judges also reserve the right to move any image to a different category if wished.
- Produce an image suitable for reproduction on a calendar that shows wildlife, nature and/or wild places in the counties of Bedfordshire, Cambridgeshire or Northamptonshire.
- Images must represent the natural environment.
- Any images containing identifiable people must only be entered with their individual permission/s Such images, may be included within the 2024 calendar and any other media we use; and any and all such permissions are the sole responsibility of the photographer and those photographed by them, not the WTBCN.
- Submissions that appear to WTBCN to have been created in a way that breaches wildlife laws are not eligible.

The organisers reserve the right to refuse or remove any entry to the competition for any reason, at any time.

### 4. How to Enter

The competition opens at 6pm on Monday 30th January 2023 and closes on Tuesday 2nd May 2023 at 9am. Submissions must be received by the closing date.

Applicants may enter a maximum of three images under the general 2023 theme "Immersed in nature", and these must all be entered to one or more of the specific categories, where eligible-1) Flora & fauna 2) People in nature 3) Youth (under 18 only). The organisers also reserve the right to move any image to a different category if wished.



#### **Applicants**

Entries must be submitted digitally via the competition website. No other forms of submission will be accepted.

By submitting images to the WTBCN Photography Competition, each entrant confirms and warrants that:

- they are the sole author of each entry and that it is their original work-do not enter other people's work on their behalf (with the exception of the under 18 category, where a parent or guardian is required to submit any entries, and in doing so give their consent).
- they own the copyright and any other intellectual property rights of each image;
- they have the permission of anyone pictured in the image (or, where the image shows any persons under 18, the consent of their parent/guardian) for the usage rights required by WTBCN, and will indemnify WTBCN against any claims made by any third parties in respect of such infringement;
- they have not licensed or disposed of any rights in the image that would conflict with uses to be made by WTBCN; and
- they have received any necessary permissions from the owner(s) of objects including buildings included in submitted images for the usage rights required by WTBCN and will indemnify WTBCN against any claims made by any third parties in respect of such infringement
- under 18's must have permission to enter from their parent or guardian. The parent or guardian will be required to submit the application on the minor's behalf. By submitting an entry for the competition, the parent or guardian is deemed to have given such consent and to agree to the use of the entry as described in these terms & conditions.
- entrants/their parents/guardians will be deemed to have accepted these terms and conditions and to agree to be bound by them when registering.

#### 5. Judging

A panel of Judges will select images based upon varying criteria, dependent on the category: technical skill, diversity, originality and creativity. Judging will be anonymous. Judges will assess entries against the brief and select images for reproduction in the WTBCN 2024 calendar.

Some digital adjustments are acceptable, if deemed so by the organisers, whose decision on this is final; however, the way in which any digital enhancement or editing has been used will be taken into account when judging the entry. Cropping is permitted.

You agree that if you are a winner you will take part in and cooperate fully with reasonable publicity and to the use of your name and photograph in such publicity.

The decision of the organisers is final and no correspondence will be entered into concerning the competition's judging and organisation.

#### 6. Announcement of winners



Judging will take place in Summer of 2023.

The winners will be contacted by telephone or email by the end of July 2023 and all entrants will be contacted about the outcome of their entry before the competition winners are announced.

The winners will be announced by WTBCN by August 2023 – results must not be shared by winners before that time, in person, on social media or other mediums.

We will not post the names and details of entrants aged under 18 years online without the entrant's parental or guardian's consent.

# 7. Usage Rights

By entering the competition, you grant WTBCN a non-exclusive, irrevocable licence to reproduce, enlarge, publish or exhibit, on any media, the images for any purpose to further its charitable aims and objectives. This will include but may not be limited to:

- In a Calendar
- · On the WTBCN website and social media
- In Local Wildlife magazine
- In conjunction with sponsors to promote this photography competition
- In external print and digital press to publicise the competition and/or the work of WTBCN
- In any other WTBCN promotional materials e.g. information leaflets or posters

In addition to these uses, the organisers will also seek additional permission to use any winning images on merchandise including, but not limited to, greeting cards, prints and posters, for sale at our retail outlets and on our shop website. Any funds raised from these sales will be used by WTBCN to further its charitable aims. Reasonable notice will be given by WTBCN to any photographer who agrees to this additional usage informing them of the intended use. Copyright will remain with the photographer. The granting of this additional permission will not affect the outcome of the competition.

The organisers will make every reasonable effort to ensure that name credits are given to any photograph published in any medium for any purpose.

## 8. Data Protection

We will keep your details on our secure database to enable us to administer the competition, use your images (see usage rights) and contact you with news directly relating to this competition (e.g., the outcome and the launch of the calendar). With your permission (or a parent/guardian for those under 18) we will also send you information about next year's competition, plus regular updates about the wildlife in our three counties, ways to get closer to nature, project updates, events, volunteering opportunities and fundraising news, and other information about WTBCN or the Wildlife Trusts.

We value your privacy and promise to keep your personal details safe and secure, and we will never sell your data. You can read our full privacy policy at <a href="wildlifebon.org/privacy">wildlifebon.org/privacy</a>



# 9. Indemnity and Limitation of Liability

To the maximum extent permitted by law, WTBCN excludes its liability for any loss, damage, injury, cost or expense suffered by you, whether directly or indirectly and howsoever caused, in connection with the competition and use of any prize. Nothing in these terms and conditions shall exclude WTBCN's liability for death or personal injury arising from WTBCN's own negligence or any other liability that cannot, as a matter of law, be excluded. You agree to indemnify WTBCN and keep WTBCN indemnified against any loss, damage, injury, cost or expense suffered by WTBCN as a result of your entry in the competition, including (but not limited to) any claim of infringement of intellectual property rights made by any third party.

Prizes are non-exchangeable, non-transferable and no cash alternative is offered. The Wildlife Trust BCN reserves the right to replace the prize with an alternative prize, if circumstances beyond The Wildlife Trust BCN's control makes it necessary to do so. The decision of The Wildlife Trust BCN regarding any aspect of the prize draw or competition is final and binding and no correspondence will be entered into about it.

#### 10. General

The information given in these Terms & Conditions is correct, but WTBCN reserves the right to change any of it without prior notice. By entering the competition, entrants will be deemed to have agreed to be bound by these Terms & Conditions. Any breach of these Terms by an entrant will void their entry. If a breach has occurred, but is discovered after the award of any prize, then the organisers may require the return of that prize.

These Terms and Conditions shall be governed and construed in accordance with English Law and will be subject to the exclusive jurisdiction of the English court.