

## COMPETITION STANDARD TERMS AND CONDITIONS

### **1 THE PROMOTER**

- 1.1 The promoter is: The Institution of Engineering and Technology of Savoy Place, 2 Savoy Place, London, WC2R 0BL.

### **2 THE COMPETITION**

- 2.1 The title of the competition is The IET Engineering & Technology Photographer of the Year 2019.

- 2.2 The competition is divided into two age groups:

2.2.1 Junior - Persons 16 and under

2.2.2 Adults - Persons 17 and over

- 2.3 The competition is divided into the following five categories:

2.3.1 Digital

2.3.2 Environment and Energy

2.3.3 Design and Production

2.3.4 Structures

2.3.5 Transport

- 2.4 Persons in both age groups may submit a maximum of five photographs across any of the five categories.

- 2.5 The competition is open to all UK and non-UK residents and is subject to the laws of England. Entrants outside the UK must adhere to local laws.

- 2.6 By entering a competition, the participants agree: to be bound by these terms and conditions; that their full name and country of residence will be published if their image is chosen or wins a prize; and that should they win the competition, their name and likeness may be used for pre-arranged promotional purposes.

### **3 HOW TO ENTER**

- 3.1 Internet access is required.

- 3.2 The competition will run from 09:00 BST on 8 April 2019 (the "**Opening Date**") to 17:00 BST on 30 August 2019 (the "**Closing Date**") inclusive.

- 3.3 To enter the competition entrants must send their digital photograph together with the completed and signed Entry Form (available for download on [www.theiet.org/photographer-of-the-year](http://www.theiet.org/photographer-of-the-year)) to [photography@theiet.org](mailto:photography@theiet.org). Postal entries will not be accepted.

- 3.4 Photographs:

3.4.1 must be labelled with the entrant's name, age group and category (e.g. Mr John Jones – Adult – Structures or e.g. Mr John Jones – Adult – Smart phone photo).

3.4.2 must be no more than 50MB – 300 dpi and in JPEG/PNG format (excluding smart phone category);

- 3.4.3 may be in colour or black and white;
- 3.4.4 may be digitally enhanced (e.g. to remove spots or scratches, to make it brighter and clearer) but not manipulated (e.g. by adding or removing elements of the image).
- 3.5 All Entry Forms must be signed.
- 3.6 Where the entrant is under the age of 16, the Entry Form must be signed by the entrant's parent/legal guardian, and where necessary, the Promoter will correspond with the entrant's parent/legal guardian in respect of this competition. The Entry Form must be labelled with the entrant's name, age group and category (e.g. Miss Anna Smith – Junior – Digital).
- 3.7 All competition entries must be received by the Promoter by no later than 17:00 BST on the Closing Date. All competition entries received after the Closing Date, or which are not submitted with an accompanying Entry Form, are automatically disqualified.
- 3.8 No purchase necessary and there is no charge to register.
- 3.9 The Promoter will **not** accept:
  - 3.9.1 responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, theft, destruction, unauthorised access to entries, equipment failure, line failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
  - 3.9.2 proof of transmission as proof of receipt of entry to the competition.
- 3.10 By submitting a competition entry, you are agreeing to be bound by these Terms and Conditions. Where the entrant is under the under the age of 16, the entrant's parent/legal guardian accepts these Terms and Conditions on their behalf.
- 3.11 For help with entries or any questions about this competition, please contact [photography@theiet.org](mailto:photography@theiet.org).
- 3.12 All entrants must read the competition Terms and Conditions before deciding whether to enter the competition.
- 3.13 The competition entries will be judged by a panel of four judges (which will include an independent judge). Judging will be based on the following criteria:
  - 3.13.1 Technical ability and composition
  - 3.13.2 Ambitious, creative, originality, thoughtful and representative of the category in which the photograph was entered;
  - 3.13.3 Challenging public misconceptions of engineering and technology by demonstrating the ingenuity, breadth and vibrancy of the sector and dispelling the traditional image of hard hats and dirty overalls
- 3.14 The decision of the panel of judges will be final.
- 3.15 The Promoter will send the names of the judges to anyone who writes within one month after the Closing Date requesting details of the judges and who encloses a self-addressed envelope to: Communications Team, The Institution of Engineering and Technology, Michael Faraday House, Six Hills Way, Stevenage, Herts, SG2 1AY.

#### **4 ELIGIBILITY**

- 4.1 The competition is open to any individual who matches the relevant age group criteria as set out in Clause 2.2, **except**:

- 4.1.1 employees and Board of Trustees of the Promoter or its holding or subsidiary companies;
  - 4.1.2 employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the competition or its administration; or
  - 4.1.3 members of the immediate families or households of 4.1.1 and 4.1.2 above.
- 4.2 By entering the competition, you confirm that you are eligible to do so and eligible to claim the prize you may win. The Promoter may require you to provide proof that you are eligible to enter the competition.
- 4.3 The Promoter will not accept competition entries that are:
- 4.3.1 a composite of several images (e.g. in the style of a collage);
  - 4.3.2 excessively treated so as to alter their authenticity (although this does not apply to pictures captured through Instagram, where treatments are automatically added);
  - 4.3.3 automatically generated by computer;
  - 4.3.4 completed by third parties or in bulk;
  - 4.3.5 illegible, inaudible, incomprehensible, have been altered, reconstructed, forged or tampered with;
  - 4.3.6 obscene, indecent, or contain nudity, pornography, profanity, threats to any person, place, business or group, invade the privacy or rights of any person, firm or entity, any defamatory statements or words or symbols that are offensive either generally or to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group;
  - 4.3.7 incomplete;
  - 4.3.8 violate a third party's intellectual property rights; or
  - 4.3.9 violate applicable laws and regulations.
- 4.4 Entries on behalf of another person **will not be accepted and joint submissions are not allowed.**
- 4.5 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the competition, you are found to be tampering with the entry process or operation of the website, or you are considered to have acted in any manner that is deemed to be in violation of these Terms and Conditions.
- 4.6 Competition entries will not be returned.

## **5 THE PRIZE**

- 5.1 There are 13 prizes in total:
- 5.1.1 a prize for the winner of each category in each age group (each a "Category Winner"); and
  - 5.1.2 1 prize for an overall winner selected from the Adult Category Winners; and
  - 5.1.3 1 prize for an overall winner selected from the Junior Category Winners; and

5.1.4 1 prize for an overall smart phone photo (selected from all the smart phone entries across the different categories and age groups). The winner of this category will not be eligible for the overall winner prize;

5.1.5 A selection of winning images will also be published in Amateur Photographer magazine and made into a photography display at IET London: Savoy Place.

5.2 The prizes are as follows:

Age Group	Category						Overall category winner (Adult)	Overall category winner (Junior)	Smart phone photo
	Digital	Design & Production	Environment and Energy	Structure	Transport				
Adults (aged 17 and over)	£500	£500	£500	£500	£500	£500	An additional £250	An additional £250	£150
Junior (aged 16 and under)	£250	£250	£250	£250	£250	£250			

5.3 Prizes are:

5.3.1 subject to availability.

5.3.2 supplied by the Promoter. The Promoter reserves the right to replace a prize with an alternative prize of equal value if circumstances beyond the Promoter's control make it necessary to do so.

5.3.3 not negotiable or transferable, and exclude any additional costs and expenses. The winners are each responsible for all applicable taxes and expenses not specified in the description of the prize above.

5.4 In the instance that the prize money (as set out above) is to be paid into a winner's international bank account, the Promoter will make payment of the full prize money in pounds sterling, which will be converted by the winner's bank into local currency at the exchange rate applicable at the relevant time. Where a prize winner is under 16 and does not have a bank account, payment will be made into the account of the parent/guardian who signed their entry form.

## 6 WINNER ANNOUNCEMENT

6.1 The winner in each category for each age group will be selected by the judges based on who best meets the criteria set out in Clause 3.13.

6.2 Two overall winners from the 10 category winners will be selected by the judges based on who best meets the criteria set out in Clause 3.13.

6.3 The winners of the competition will be officially announced week commencing **7 October 2019** ("**Announcement Date**").

6.4 The Promoter will contact the 11 winners week commencing **16 September 2019** to notify them that they are the winner in their age group and category, and where applicable, the overall winner. The winners must not disclose to anyone that they are a winner until all competition winners have been officially announced by the Promoter on the Announcement Date.

- 6.5 The 11 winners will be contacted via the contact details set out in their Entry Form. The Promoter will not amend any contact information once the Entry Form has been submitted.
- 6.6 The decision of the judges nominated by the Promoter is final and no correspondence or discussion will be entered into.
- 6.7 The winners can be viewed on [www.theiet.org/photographer-of-the-year](http://www.theiet.org/photographer-of-the-year) from the Announcement Date.

## **7 CLAIMING THE PRIZE**

- 7.1 Prize winners will be emailed by the Promoter no later than **20 September 2019** and asked to complete and return a Bank Information Form. Each winner must reply to this email within 30 days, attaching a completed copy of the Bank Information Form. The Promoter will arrange for payment to each winner in their country's currency within 30 days of receiving such information from them.
- 7.2 All winners (and one parent/legal guardian if under 16) will be invited (but are not obliged) to attend an exhibition event in order to see their winning photo on display. The winners will be responsible for all costs and expenses that they incur in attending the event, excluding the event ticket(s.)
- 7.3 The Promoter will make reasonable efforts to contact the winners. If a winner cannot be contacted or is not available, or has not claimed their prize in accordance with these Terms and Conditions, the Promoter reserves the right to offer the prize to the next eligible entrant as judged by the judging panel from the entries that were received before the Closing Date.
- 7.4 The prize may not be claimed by a third party on your behalf.
- 7.5 The Promoter does not accept any responsibility if you are not able to take up the prize.

## **8 LIMITATION OF LIABILITY**

- 8.1 Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage and consequential damage of any nature, personal injury or death occurring as a result of accepting these Terms and Conditions or of taking up the prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.
- 8.2 The Promoter does not accept any liability for any failure of hardware, software, computer, phones or other systems, which may result in any entry, or other information about the entrants or the competition being lost, damaged, delayed or corrupted in any way.

## **9 OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS**

- 9.1 By submitting a competition entry, you confirm that:
- 9.1.1 the competition entry is your own photograph and you have not purchased the photograph through a stock image provider;
- 9.1.2 the photograph has not previously been published anywhere else;
- 9.1.3 the photograph has not won a prize in any other photographic competition;
- 9.1.4 if the image is of any person, you had that person's permission (or their parent/legal guardian's permission if under 16) to take the photograph and to enter it into this competition;
- 9.1.5 that you have any necessary permissions to photograph the subject of the photograph;
- 9.1.6 you are the sole owner of all intellectual property rights in the competition entry;

- 9.1.7 by submitting the competition entry, you are not infringing the intellectual property rights of any third party or breaching any other laws.
- 9.2 You will retain copyright in the photograph(s) that you submit. By entering your photograph into the competition, you grant to the Promoter a non-exclusive, worldwide, royalty-free, irrevocable and sub-licenceable licence to:
- 9.2.1 use, reproduce and publish the photograph(s):
- 9.2.1.1 in promotional, exhibition, press, sales and marketing materials (digital and in print);
- 9.2.1.2 on websites and in social media;
- 9.2.1.3 for educational purposes in order to promote the Promoter, engineering and technology to a wider audience;
- 9.2.2 edit, adapt and modify the photographs(s) as required for the purposes listed in 9.1.2 above.
- 9.3 Should the Promoter wish to use your photograph for any commercial purposes or any other purposes not outlined in clause 9.1.2 above, it will contact you to discuss the terms and conditions of use.
- 9.4 By entering your photograph into the competition, you waive your moral rights. Wherever practicable, the Promoter will credit you as the photographer of the image by including your name as stated on the Entry Form, but this cannot be guaranteed in all instances. Where your photograph is used by a third party, the Promoter will endeavour to supply the correct information to that third party, but it cannot accept responsibility for any credit line errors or omissions by that third party.

## **10 DATA PROTECTION AND PUBLICITY**

- 10.1 If you are a winner of the competition, you agree that the Promoter may use your name, image and town/county and country of residence to announce the winner of this competition and for any other reasonable and related promotional purposes. You further agree to participate in any reasonable publicity required by the Promoter.
- 10.2 By entering the competition, you agree that:
- 10.2.1 any personal information provided by you with the competition entry may be held and used by the Promoter or its agents and suppliers to administer the competition and for any other purpose to which you have agreed; and
- 10.2.2 your name can be used by the Promoter, its permitted third parties and sub-licensees for the purposes of crediting you as the photographer of the image (in accordance with clause 9.4)

## **11 GENERAL**

- 11.1 If there is any reason to believe that there has been a breach of these Terms and Conditions, the Promoter may, in its sole discretion, exclude you from participating in the competition.
- 11.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the competition where it becomes necessary to do so.
- 11.3 The Promoter reserves the right to amend these Terms and Conditions.
- 11.4 These Terms and Conditions and any issues or disputes which may arise out of or in connection with these Terms and Conditions (whether such disputes or issues are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise)

shall be governed by and construed in accordance with English law. Entrants hereby irrevocably submit to the exclusive jurisdiction of the courts of England to settle any such dispute or issue.