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Cumbria Wildlife Trust

Wildlife Photography Competition 2018: Terms and Conditions

These terms and conditions govern the Cumbria Wildlife Trust Wildlife Photography Competition 2018. The competition organisers are Cumbria Wildlife Trust (CWT). By accepting the Terms & Conditions of the competition and subsequently submitting your photographs, you have entered into an agreement with the organisers.

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 on Wednesday 13 June 2018 and closes at Midnight on Sunday 15 July 2018. 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 and their close family
- 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 for clarification before entering. The organiser's decision on eligibility is final.

If you are under the age of 16 you must have permission to enter from your parent or guardian. 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

Photographs must be taken in digital format at a resolution equivalent to at least 300 dpi at A4 landscape orientation (210mm x 297 mm). Photographs may be cropped by the organisers for reproduction in the calendar.

Photographs must not have won an award in any other photographic competition.

All images must be taken within the county of Cumbria.

The photographs will be judged against the following brief:



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- Produce an image suitable for reproduction on a calendar that shows wildlife and/or wild places in the county of Cumbria.
- Each image should represent one of the four categories: Cumbria's red squirrels, Cumbria's flora, Cumbria's wildlife, Cumbria's wild places.
- Images must feature animals, plants or landscapes photographed in the natural environment. Domestic animals and pets should not be the primary subject. Photographs taken in zoos, botanic gardens or similar locations are not eligible.

Submissions that appear to the organisers to have been created in a way that breaches wildlife law will not be eligible.

The organisers reserve the right to refuse any entry to the competition for any reason.

4 How to Enter

The competition opens on Wednesday 13 June 2018 and the closing date for submissions is Midnight on Sunday 15 July 2018. Submissions received after this time will not be eligible.

Applicants may enter a maximum of six images altogether. Images may be distributed across the categories (Cumbria's red squirrels, Cumbria's flora, Cumbria's wildlife, Cumbria's wild places) in any combination.

Entries must be submitted digitally by email to: mail@cumbriawildlifetrust.org.uk, or on CD/DVD by post to Cumbria Wildlife Trust, Plumgarths, Crook Road, Kendal LA8 8LX. No other forms of submission will be accepted. Any CDs/DVDs submitted will not be returned.

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

- they are the sole author of each entry and that it is their original work;
- 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 CWT and will indemnify CWT 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 CWT; 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 CWT and will indemnify CWT against any claims made by any third parties in respect of such infringement.



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5 Judging

A panel of Judges will select images based upon technical skill, diversity, originality and creativity. Judging will be anonymous. Judges will assess entries against the brief and select twelve images for reproduction in the CWT 2019 calendar.

Digital adjustments are acceptable; however, the way in which any digital enhancement or editing has been used will be taken into account when judging the entry. Cropping is allowed.

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 and prizes

Judging will take place on Tuesday 17 July 2018.

The winners will be contacted by telephone or email by Friday 20 July.

The winners will feature in the September issue of *Cumbrian Wildlife* magazine (release date on/near Saturday 25 August 2018). CWT members will be invited to select the overall winner by vote (voting ends Sunday 16 September 2018).

The overall winner will receive a pair of Opticron T4 Trailfinder 8x42 binoculars, worth £149.00, which will be dispatched direct from Opticron.

7 Usage Rights

By entering the competition, you grant CWT a non-exclusive, irrevocable licence to reproduce, enlarge, publish or exhibit, on any media, the images for any purpose to further its aims and objectives. More specifically to use them:

- On a Calendar
- On CWT website
- In *Cumbrian Wildlife* magazine
- In CWT publications
- In conjunction with other organisations to promote this photography competition

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



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8 Data Protection

We will keep your details secure to enable us to use your images (see usage rights) and, contact you further about this year's competition. We value your support and do not pass on information about you to any group or individual outside the Wildlife Trusts. If you are not on our email subscription list, we will not automatically contact you about future photography competitions. If you wish to receive regular updates from CWT by email, please sign up via our website.

9 Indemnity and Limitation of Liability

To the maximum extent permitted by law, CWT 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 CWT's liability for death or personal injury arising from CWT's own negligence or any other liability that cannot, as a matter of law, be excluded.

You agree to indemnify CWT and keep CWT indemnified against any loss, damage, injury, cost or expense suffered by CWT 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.

10 General

The information given in these Terms & Conditions is correct, but CWT 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.

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.

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 courts.

