

# INTERNATIONAL PHOTO FESTIVAL LEIDEN 2014

## CONDITIONS OF ENTRY FOR PARTICIPANTS

### 1. General conditions

- a. Submission of photos for this competition automatically implies acceptance of these terms and conditions.
- b. The entrant must be the person who created the photo submitted. The entrant is fully liable should a submitted photo in any shape or form infringe copyright, portrait rights or the rights of any third parties,
- c. For a photo in which a person is recognizable, the participant is responsible that the said person has given permission for submission and further use of the photograph.
- d. Participants in the competition are not entitled to make any claim to the competition organization (financial or otherwise), other than determined by these competition conditions.
- e. The (electronic) submission form must be filled out completely and truthfully.
- f. The organisation of the competition reserves the right to refuse entries, which do not comply with these terms and conditions. The organisation of the competition can, but is not obligated to provide reasons for the refusal.
- g. Entries can, i.e., be refused if:
  - a. The picture in the opinion organisation of the competition is contrary to the law, may provoke an offence, is discriminatory or offensive to third parties or the privacy of third parties is affected disproportionately.
  - b. The submitted photo contains clear and conscious elements of commercial advertising. Persons involved in the organisation of the competition and/or the jury are excluded from participation.
- h. Conflicts are dealt with under Dutch law.

### 2. Entries

- a. Entries can only be delivered digitally via the form on the festival website (<http://talentvollefotoğrafen.com/> and <http://internationalphotofestivalleiden.com/>) or via e-mail at [stichtingtalentvollefotoğrafen@live.nl](mailto:stichtingtalentvollefotoğrafen@live.nl).
- b. Submitting photos is only possible until 12:00h PM on 15 August 2014. Photos submitted after this deadline will be rejected. These photos will not be judged or used, but will also not be returned.
- c. The photos must be submitted initially as low resolution jpg with a maximum of 3 MB per photo.
- d. All entries must bear the name, full address, e-mail address and telephone number of the photo creator. If the submitter is not the creator, then the data from the creator must be explicitly mentioned. The creator will then become the participant, and not the person submitting the photo.
- e. After the judging process, the 20 nominees must send the full size files of their photos, with the following specifications: 300 dpi, longest side 25 cm. The nominees will be contacted by the organisation of the competition in the first week of september 2014.
- f. If the nominee requires a particular colour profile, then he/she must clearly mention this with the delivery of the full size files.

- g. If the nominee does not deliver the photos according to the specifications mentioned in article 2e within one week after he/she was asked so by the organisation of the competition, this may lead to exclusion of the competition.
- h. The organisation of the competition is not responsible for any loss of quality during or after submission of the photo.
- i. Entries will be removed within one year of the competition from the database of the organisation of the competition or otherwise destroyed. The participant will not receive notification of this.
- j. Printed nominated photos will, if specifically indicated or agreed upon via mutual agreement, be returned (at the expense of the participant) or destroyed within 2 months after the festival.

### **3. Special Conditions for Participation**

- a) Each participant can submit up to 4 photos.
- b) The photographs may be in colour or in black and white.
- c) In addition to the photos, an accompanying text needs to be submitted containing a brief description of the work and should be no more than 400 words.
- d) The photographer should submit a curriculum vitae, outlining details of studies they have followed.

### **4. Judging and Prize**

- a) The jury is composed of six people all of whom are working in the field of photography. The jury is part of the organisation of the competition, but play a special role.
- b) Judging of the entries shall be carried out on the basis of the following criteria:
  - a. the photographic quality;
  - b. the originality or creativity;
- c) The jury may, but has no obligation to provide its reasons for judgements to others, be it the organisation of the competition or participants.
- d) The jury shall be provided with the information supplied by the participant. Judging shall be made only by means of the assessment of the submitted photos.
- e) The competition has twenty nominees, among which one winner. The nominees will be personally informed. The winner will be announced at the opening of the festival on October 11, 2014.
- f) The organisation of the competition can ask the nominees to provide details about their chosen photo or their work and approach.
- g) After the nominees have been made publicly known, a nominee no longer has the right to withdraw his/her participation in the competition.
- h) The prizes awarded to the winner will be delivered to the winner in a way that will be determined by the organisation of the competition. The organisation of the competition will provide timely clear and unambiguous information about this.
- i) The nominees and the winner agree to the publication of the nominated/winning photos on de festival website (<http://talentvollefotografen.com/> and <http://internationalphotofestivalleiden.com/>) and other publications related to the festival, such as Facebook, Twitter and the festival catalogue, without further compensation or conditions.
- j) No correspondence will be entered into concerning the judgment of the jury.

## **5. Copyrights and Use**

- a) Entrants must in all cases be the creators of the pictures. If the photographer who is taking part in the competition does so under the auspices of his or her employment, the employer of the photographer will be judged as the maker/participant, unless the employer indicates that this is not the case.
- b) The copyright of the photos submitted is the responsibility in all cases of the participants. Entering this competition in no way involves any transfer of this copyright.
- c) The participant warrants that he/she owns the photo submitted by him/her. In case of liability because of (alleged) violation of rights of third parties regarding the photo – whether it's copyright or other rights – the participant shall indemnify the organisation of the competition against such liability.
- d) The participant has in all cases the right to attribution with each publication of the photo, via any media. With a mention of the name in printed or electronic media, as much as possible the copyright sign (©) is used.
- e) In addition to article 5 the organisation has the right to publish all submitted photos – even if they are not winning photos – during a period of one year after the competition in the framework of a report or to promote the competition. Participants may not request further compensation or other conditions. For printed media (books, magazines, brochures, leaflets etc.), this should be within the said period of one year.
- f) For any use, other than in the context of the competition itself (as described above), the organisation of the competition, other stakeholders or third parties of the competition must ask the permission of the participant. In this context the participant is free to request a fee or stipulate any other conditions, which he/she deems appropriate.
- g) Participation in the competition, requires that under no circumstances the submitted photos submitted are kept "in stock" by the organisation of the competition or third parties, without explicit and appropriate consent of the participant. The participant can request a fee for further use or further conditions.
- h) The organisation of the competition, the jury or any third party may not tamper in any way with any photo(s) submitted by the participant i.e., edit, combine, manipulate or otherwise without express prior permission of the participant, not even in the context of the competition report.

## **6. Miscellaneous**

- a) The competition organization does not have the right to modify the terms and conditions of the competition during the period of time that the competition is running unless they are required to do so on the basis of the law. In this case, any changes will be announced immediately.
- b) Conflicts will be resolved out of court as much as possible. Both the competition organization and participants shall agree to make every effort to do so. Should this not be possible, Dutch law will be administered to any legal conflicts.

These general terms and conditions have been drawn up complying with the guidelines of the Dutch Photographers Federation.