



## INTERNATIONAL PHOTO FESTIVAL LEIDEN 2020

### TERMS AND CONDITIONS

#### 1. General Conditions

- a. Submission of photos for this contest automatically implies acceptance of these terms and conditions (in accordance with article 231 sub c book 6 jo. 217 paragraph 1 book 6 of the Dutch Civil Code).
- b. Participants in the contest are not entitled to make any claim to the festival organisation (financial or otherwise), other than determined by these conditions.
- c. The digital submission form must be filled out completely and truthfully.
- d. Persons involved in the festival organisation and/or the jury are excluded from participation.

#### 2. Entries

- a. Entries can only be delivered digitally via the form on the festival website (<http://photofestivalleiden.com>).
- b. All entries must bear the name, the full address, the e-mail address and the telephone number of the creator.
- c. The festival organisation reserves the right to refuse entries which do not comply with these terms and conditions. The festival organisation can, but is not obligated, to elaborate on this.
- d. Entries can, i.e., be refused if:
  - a. The photo in the opinion of the festival organisation is contrary to the law, may incite 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.
- e. The financial contribution to the festival is € 25,00, to be transferred to IBAN NL89 INGB 0000 6526 83, BIC INGBNL2A (Stichting Talentvolle Fotografen), stating 'Contribution + [name of the entrant]'. Registration is not complete until the contribution is received. Payment must be received at the above-mentioned bank account before December 15, 2019. If this is not the case, the registration will be eliminated. There will be no refunding in the case of withdrawal or disqualification.
- f. Submitting photos is only possible until (and including) Saturday November 30, 2019. Photos submitted after this deadline will be rejected. These photos will not be judged or used, but will also not be returned.
- g. The photos must be submitted initially in low-resolution JPG-format files with a maximum size of 3 MB per photo.
- h. After the judging process the twenty selected photographers (nominee) must send the full-resolution files of their photos, with the following specifications: 300 dpi, longest side 25 cm. For this the nominees will be contacted by the festival organisation by February 2020.

- i. If the nominee requires a particular colour profile, the he/she must clearly mention this with the delivery of the full-resolution files.
- j. If the nominee does not deliver the photos according to the specifications mentioned in article 2.h., within fourteen days after he/she was requested to do so by the festival organisation, it may lead to exclusion of the competition.
- k. The festival organisation is committed to maintaining the quality of the photos after submission. Participants cannot hold the festival organization responsible for any quality loss of the photos.

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

- a. Participants must submit four photos. This may either be a series or be individual photos that can be presented as a series in consultation with the curator/festival organisation.
- b. If a photographer is nominated, he/she may be requested to supplement the submitted photos to a maximum of ten photos. Delivery should be according the terms under article 2.h. and 2.j.
- c. The photos may be in colour or in black and white.
- d. In addition, a description of the work must be submitted. This description must be in English and must count no more than 400 words.
- e. The participant acquired a degree from a photography or photography-related programme on the level of secondary vocational education, higher professional education (BA) or post-higher professional education, or European/international equivalent, and must have graduated between January 1, 2014 and August 31, 2019. If in doubt, the festival organisation may ask for a certificate of graduation.
- f. The participant is a resident of or has the nationality of one of the following European countries: Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Kazakhstan, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, North Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom, Vatican City.

### **4. Judging Process and Reward**

- a. The jury is composed of a minimum of five and a maximum of seven persons, all whom are working in the field of photography. The jury is part of the festival organisation.
- b. Judgement of the entries shall be carried out on the basis of the following criteria:
  - a. Photographic quality;
  - b. Originality and/or creativity.
- c. The jury may, but has no obligation to, elaborate on its judgement to the participants or the public.
- d. The jury shall be provided with the information supplied by the participant. Judgement shall be done only by means of the assessment of the submitted photos.
- e. The jury will select twenty photographers for participation in the festival and will also select an overall winner. The selected photographers will be personally informed. The overall winner will be announced at the opening of the festival.
- f. The festival organisation can ask the selected photographers to provide details on their submitted photos or their work and approach. The selected photographers can also be asked for their resume and/or biography.

- g. After the selected photographers have been made publicly known, a photographer no longer has the right to withdrawal his/her participation to the festival.
- h. The rewards awarded to the winner will be presented in a manner that has to be agreed upon. The festival organisation will timely provide clear and unambiguous information to the winner about the presentation of the reward.
- i. The selected photographers agree to a public exhibition of their work, as well as publication on the festival website (<http://photofestivalleiden.com>) and social media of the festival, the festival guide, and other publications related to the festival, without further compensation or conditions.
- j. The decision of the jury is final based on the criteria outlined in these terms and no correspondence will be entered into over this decision.

## 5. Copyrights and Use

- a. The participant must be the creator (definition in accordance with article 4 of the Dutch Copyright Act) of the submitted photos. The participant in fully liable should a submitted photo in any form infringe copyright, portrait rights or any other rights of a third party.
- b. For a photo in which a person is recognizable, the participant makes sure that the said person has given permission (definition in accordance with article 20 of the Dutch Copyright Act) for submission and further use of the photo.
- c. Should a submitted photo be created within the framework of a commission and/or employment, the participant will make sure that the client has consented with submission and further use of the photo(s).
- d. The participant warrants that he/she is the rightful claimant to the copyright of the submitted photos. In case of liability because of (alleged) violation of rights of third parties regarding the photo – whether its copyright or other rights – the participant shall safeguard the festival organization against such liability.
- e. The copyright of the photos submitted lies in all cases with the participants. Entering this competition in no way involves any transfer of this copyright.
- f. The participant has in all cases the right to attribution with each publication of his/her photo, via any media. With mentioning the name, the copyright sign is used as much as possible.
- g. The festival organisation has the right to publish the submitted work of the selected photographers in a festival report or in promotional publications within two years after the festival. For the work of the overall winner, this term is six years. Participants may not request further compensation or other conditions. For printed media (books, magazines, brochures, etcetera), the publication date should be within the said period of two years; for the work of the overall winner this term is six years.
- h. For any use of the photographs other than in the context of the festival itself (as described above), the festival organisation, other stakeholders or third parties of the festival, must ask the participant for permission. In this context the participant is free to request a fee or stipulate any other conditions which he/she deems appropriate.
- i. The festival organisation, the jury or any other third party may not tamper in any way with any photo(s) submitted by the participant without his/her explicit consent, not even in the context of festival report or promotional publications.
- j. Digital entries will be removed from the database of the festival organisation or otherwise destroyed within two years of the festival. For the work of the overall winner, this term is six years. The participant will not receive notifications of this.
- k. Printed exhibited photos will, if specifically indicated or via mutual agreement, be returned (at the expense of the participant) or destroyed within two months after the festival.

## **6. Personal Data**

- a. The International Photo Festival Leiden ensures that all personal data provided to it by the participant in the competition is treated in accordance with the General Data Protection Regulation.
- b. Personal data collected by the festival organisation is organized in a file. Where necessary for the organization of the festival, the competition and communication with the participant, personal data will be processed and shared internally within the International Photo Festival Leiden.
- c. By accepting these terms and conditions the participant, in case he/she is selected by the jury as one of the twenty selected photographers, grants permission to the festival organisation to external publication of: his/her name, nationality and/or country of residence, education and website, his/her participation, his/her selection, the result of the contest and information the participant shares with the festival organization as stated under paragraph 4.f. The external publication will exclusively be for the purpose of publications by the International Photo Festival Leiden and for promotion of the festival in newspapers, radio, television and internet.

## **7. Miscellaneous**

- a. The festival organisation does not have the right to modify these terms and conditions during the period of time the competition is running (September 15, 2019 until February 1, 2020) unless they are required to do so on the basis of the law. In this case, any changes will be announced immediately to the interested parties.
- b. In case a conflict should arise resulting from or related to these terms and conditions both the festival organisation and the relevant participant shall endeavour to resolve the conflict without interference from court. If no solution can be found in mutual consultation, in first instance mediation will be carried out. This will be done in accordance with the rules of the Dutch Mediation Institute.
- c. Dutch law applies to these terms and conditions. In the event of a conflict resulting from or related to these terms and conditions and legal proceedings are initiated, the conflict shall be submitted to the exclusive jurisdiction of the Dutch courts.
- d. The festival organisation cannot be made responsible for theft of or damage to the exhibited photos during the festival.