

PHOTO COMPETITION – TERMS AND CONDITIONS

1. In this agreement:

'Entrant(s)' means any person whom has entered into the photo competition (regardless of the age of the Entrant);

'Islington Council' means the Mayor and Burgesses of the London Borough of Islington;

2. The competition is open only to amateur photographers who are residents of the borough of Islington (subject to the exclusion set out in condition 17 below). There are two age groups, 16 years and over, and under 16. Entrants under the age of 12 years must obtain the consent of their parent or guardian to enter the photo competition.

3. To enter, email up to three high-resolution photos suitable for print to Sue Whitehead, In Bloom Officer, at inbloom@islington.gov.uk . Each photo must include a caption and a note of where and when the photo was taken.

4. The themes for 2010 are

- Gardens, parks and landscapes
- People and children in the garden*
- Fun and humour in the garden*
- Creatures in the garden*
- Buildings and structures in the garden*

*"Garden" includes private gardens, parks or any other places in the borough where there is greenery.

5. The closing date for entries is Friday 14 May 2010.

6. All entries must be the Entrant's own original work and must not have been previously published elsewhere. Prior to submission, Entrants must not have offered any of their entries for sale, been paid for any publication of any of their entries or won or been a runner up in any other photographic competition with any of their entries.

7. Entrants can enhance the picture to make it brighter, clearer etc, but not manipulate the content. Islington Council reserves the right to exclude any photograph they believe may have been excessively treated so as to alter its authenticity.

8. Entrants must not have breached any laws when taking their photographs.

9. Entrants must be the sole owner of copyright in all photographs entered and Entrants warrant and undertake that photos submitted will not infringe intellectual property, privacy or any other rights of any third party. In the event of any such

infringement, Entrants agree that they will indemnify the Council against any costs, claims, proceedings or losses that the Council may suffer as a result.

10. If your photos are to include any adults or children, you agree to inform them (and their parent(s) or guardian(s) if the person is under 16 years old) of what the photograph(s) shall be used for prior to taking the photograph(s). Entrants must ensure that any person or persons whose image is used in an entry has given valid consent for the use of their image or has waived any rights they may have in the image submitted. Where such a person is under 16, the consent of that person's parent or guardian must be obtained. Failure to adequately demonstrate such consent to the satisfaction of Islington Council may result in the entrant's disqualification and forfeiture of any prize.

11. There will be three prizes in each age group (16 years and over and Under 16). Winners will be notified within 30 days of the relevant closing date and the results publicised locally including on the Islington Council's In Bloom website www.islington.gov.uk/inbloom

12. In consideration of Islington Council agreeing to consider the entry, each Entrant grants to Islington Council an irrevocable, non-exclusive, royalty-free, worldwide licence for the full period of copyright to publish or otherwise use the entry in so far as is relevant to this photo competition and the Britain in Bloom competition in any way and at any time and to sub-licence such rights to any third party. Islington Council will use reasonable efforts to assert the entrant's moral rights in the photograph. However Islington Council may cut, edit, crop or arrange the entry as it sees fit and shall be entitled to sub-licence such right to third parties.

13. For the avoidance of doubt, all rights in the photographs other than those granted to Islington Council under paragraph 12 above are retained by the Entrant.

14. No responsibility is taken for entries lost, delayed, misdirected or incomplete due to server functions or failures, viruses, bugs, technical problems or traffic congestion on the internet or any other causes outside Islington Council's control. Proof of entry is not proof of receipt and Islington Council shall not be responsible for the return of entries.

15. By entering into this photo competition the Entrants agree that they may be required to take part in promotional activity. Islington Council reserves the right to use, the winners or other Entrants photographs in any media or publicity in relation to the promotion.. The names and addresses of winners and or other Entrants shall only be used with the winners / Entrants prior consent.

16. Islington Council cannot accept any responsibility or liability for any damage, loss, injury or disappointment suffered by any Entrant as a result of entering the photo competition, or any injury or damage to the Entrants' or any other person's computer or telephone relating to or resulting from participation in or downloading any materials in connection with the photo competition. For the avoidance of doubt, nothing in this condition 16 shall exclude Islington Council's liability for death or personal injury as a result of Islington Council's negligence.

17. The employees of Islington Council or anyone else connected with the setting up or promotion of this photo competition are hereby excluded from participating as Entrant(s).

18. By entering, Entrants will be deemed to have agreed to be bound by these terms and conditions and Islington Council reserves the right to exclude any entry from the photo competition at any time and in its absolute discretion if Islington Council has reason to believe that an Entrant has breached these terms and conditions.

19. Islington Council reserves the right to cancel this photo competition or alter any of the terms and conditions at any stage, if deemed necessary in its opinion, and if circumstances arise outside of its control.

20. If any of the winners are unable to be contacted after reasonable attempts have been made, Islington Council reserves the right to either offer the prize to a runner up or to re-offer the prize in any future competition.

21. Any personal data submitted by the Entrant will be used solely in accordance with current UK data protection legislation and Islington Council's privacy policy.

22. This promotion will be governed by English law. The promoter: Greenspace, Public Realm Division, Environment and Regeneration, Islington Council, 222 Upper Street, London N1 1YA.