



## PHOTO CONTEST OFFICIAL RULES ("OFFICIAL RULES")

### 1. TERM

- 1.1. The **IUCN 2011 Underwater Photographer of the Year Contest** begins **March 18, 2011** and ends **April 15, 2011** (the "Contest"). Information on how to enter and prizes forms part of these Official Rules. By submitting an Entry (as defined below), each photographer (the "Photographer(s)") accepts the Official Rules and warrants that his/her Entry complies with all requirements set out hereunder. This is a skill based contest and chance plays no part in the determination of winners.

### 2. WHO MAY ENTER

- 2.1. The Contest is open to adults.

### 3. HOW TO ENTER

- 3.1. Each entry consists of:
  - i. a completed and signed Entry Form; and
  - ii. one or more photographs (there is no limit on the number of photographs per person); hereafter the "Entry(ies)".
- 3.2. To enter the Contest, the Photographer shall complete the Entry Form with the required information, and submit it along with his/her photograph(s) in accordance with the instructions that follow.
- 3.3. Participation in this Contest is free of charge for the Photographer(s).
- 3.4. Each Entry must comply with all of the following requirements:
  - i. The photograph(s) must be in digital format. Only online photographs will be eligible. No print or film submissions will be accepted for entry into this Contest.
  - ii. All digital files must be in JPEG or JPG format, set at 300 dpi and measuring **at least** 15X10 cm.
  - iii. The photograph, in its entirety, must be a single work of original material taken by the Photographer. By entering the Contest, the Photographer represents, acknowledges, and warrants that the submitted photograph(s) is/are an original work created solely by the Photographer, that the Photographer has all rights over the photograph(s) and that the photograph(s) does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim, or interest in the photograph(s).
  - iv. By entering the Contest, the Photographer thereby agrees to abide by the Official Rules and grants IUCN the right to include the submitted photograph(s) in the IUCN Photo Database.
- 3.5. The photograph(s) will be judged in accordance with the Judging Criteria, as defined below. All Entries must be submitted and received by **April 15, 2011**.

### 4. CONTEST PRIZE

- 4.1. The First Place winner will receive a *Planet Ocean* book, and his/her winning photograph will be published in the 8<sup>th</sup> issue of the IUCN *Marine News* magazine and on the IUCN website. The Second and Third Place photographs will also be published in the 8<sup>th</sup> issue of the IUCN *Marine News* magazine and on the IUCN website in May 2011.

## **5. JUDGING**

- 5.1. The Contest consists of two (2) rounds of evaluation. In Round One, each judge in a panel of 3 judges appointed by IUCN ("Judges") will select five (5) entries from among all eligible entries based on the following criteria ("Judging Criteria"): (1) Creativity 50%; (2) Photographic quality 50%. The photograph(s) selected in Round One will proceed to Round Two. In Round Two, the Judges will collectively select the First, Second and Third Place Winners based on the Judging Criteria. The three winners will be chosen on or around April 18, 2011, and notified by email.
- 5.2. Decisions of the Judges are final and binding and no challenge or appeal of their decision by any Photographer shall be allowed

## **6. WINNERS LIST**

- 6.1. Winners' names will be posted on the IUCN website ([www.iucn.org](http://www.iucn.org)) as of **May 1, 2011**.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1. Copyright remains with the Photographer. However, by entering the Contest, the Photographer grants IUCN the right to include his/her photograph(s) in the IUCN Photo Database. The IUCN Photo Database is a central pool of royalty-free photographs and illustrations, to be used on a royalty-free basis (a) by IUCN and its statutory components worldwide in hard copy, electronic or other medium and for non commercial purposes, and (b) by third parties subject to the terms of a license agreement. the Photographer (who may be an IUCN employee outside the scope of his/her employment contract or any other individual external to IUCN) hereby grants to IUCN a royalty-free, non-exclusive license to copy, distribute or otherwise use the photograph(s) in the context of IUCN's statutory mission and objectives for purposes including but not limited to IUCN website and internal network system, projections, powerpoint presentations, publications (periodicals, reports, newsletters, catalogues in hard copy or electronic media) and for press releases, feature articles and fact sheets, but not for private or commercial purposes.

- 7.2. The copyright vests in and is retained by the Photographer. Consequently the photograph(s) will be posted with the following credit:

© [Photographer's name]

- 7.3. For all photographs taken by a Photographer who happens to be an IUCN staff member within the context or scope of his/her employment responsibilities and for all photographs taken by a Photographer who happens to be an IUCN consultant within the context or scope of his/her contract, the copyright vests in and is retained by IUCN. Consequently, the photograph(s) will be posted with the following credit:

© IUCN / [Photographer's name]

## **8. LIMITATION OF LIABILITY**

- 8.1. By entering this Contest, all Photographers agree to release, discharge, and hold harmless IUCN and its members, partners, subcontractors, employees, officers, directors, and representatives from any claims, losses, and damages arising out of (1) their participation in this Contest or any Contest-related activities (2) the acceptance, use, misuse and/or possession of any prize awarded hereunder and (3) IUCN's use of the photograph(s).
- 8.2. IUCN shall bear no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft, alteration or destruction of, or unauthorized access to Contest Entries or Entry Forms. IUCN shall not be responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email Entry to be received on account of technical problems or traffic congestion on the Internet or at any

website, human errors of any kind, or any combination thereof, including any injury or damage to Photographer' or any third party's computers related to or resulting from participation in, uploading or downloading photograph(s) or other materials related to this Contest.

## **9. CONDITIONS**

- 9.1. This Contest is void where prohibited by applicable law.
- 9.2. Entries shall be void if IUCN determines that the photograph(s) is/are not an original, or if the Entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft. IUCN reserves the right to verify the validity and originality of any Entry and to disqualify any Photographer who submits an Entry that is not in accordance with these Official Rules or who fails to comply strictly with the Entry process. Failure by IUCN to enforce any of these or other rights at any stage does not constitute a waiver of those rights.
- 9.3. If the Photographer wins the Contest, then IUCN may use the winner's name and photograph(s) in any publicity or advertising relating to the Contest or future promotions without compensation or approval by the Photographer (except where prohibited by law).

## **10. IUCN'S RIGHT TO CANCEL OR TERMINATE CONTEST**

- 10.1. If, for any reason, IUCN determines that the Contest cannot be run as planned, for any reasons including but not limited to any cause beyond the control of IUCN that may adversely affect the administration, security, fairness, integrity, or proper conduct of this Contest, IUCN reserves the right, at its sole discretion, to disqualify any Photographer(s) who fail(s) to comply strictly with the Entry process, and/or to cancel, terminate, modify, or suspend the Contest. If IUCN elects to cancel or terminate the Contest, IUCN will not retain any rights in the submitted photographs which shall be destroyed.

## **11. DATA PRIVACY**

- 11.1. Photographer(s) agree that personal data, including but not limited to, name and address, may be processed, shared, and otherwise used for the purposes of and in connection with the Contest as outlined in these Official Rules. Personal data will be used by IUCN solely for the purposes stated herein.

## **12. DISPUTE RESOLUTION**

- 12.1. These Official Rules shall be interpreted and applied in accordance with the laws of Switzerland. Any and all disputes that may arise under or in connection with those Official Rules, which have not been amicably settled, shall be finally settled in arbitration in accordance with the International Arbitration Rules of the Geneva Chamber of Commerce and Industry. The arbitration shall be conducted in Geneva, Switzerland, in the English language, and the award shall be final and binding on the parties.