

## **THE FUJAIRAH INTERNATIONAL PHOTOJOURNALISM COMPETITION TERMS AND CONDITIONS**

**1. THE ORGANIZER** Fujairah Culture and Media Authority, a government entity established under Emiri Decree no. 17 of 2006, which principal place of business is located at P.O.Box: 7444, Fujairah Tower, 9<sup>th</sup> Floor, Fujairah, United Arab Emirates (the "Organizer"), owns and operates the FUJAIRAH INTERNATIONAL PHOTOJOURNALISM COMPETITION (the "Competition"). The Organizer owns the website [www.fipcom.net](http://www.fipcom.net) (hereafter the "Competition Website").

### **2. ELIGIBILITY**

The Competition is open to any professional press photographer who will be considered to be someone who makes more than half his annual income from the sale of his photographs, at least eighteen (18) years of age at the time of entry. The Competition is not open to: i) employees or internally contracted vendors ("Employees") of the Organizer and its affiliates; ii) any participating sponsors, or prize providers, as well as their parents and subsidiaries (collectively, the "Promotion Entities"); iii) the immediate family members or members of the household of an Employee. The Organizer reserves the right to further limit eligibility.

The Competition is subject to all applicable laws in each jurisdiction where residents are eligible to participate in the Competition and void in any jurisdiction where otherwise prohibited or restricted by law.

### **3. TIMING**

The Competition is opened for submissions from January 1, 2014 and closes for submissions at 11:59 pm Gulf Standard Time (GST) on January 31, 2014.

### **4. AGREEMENT TO OFFICIAL RULES**

Each photographer who submits a photograph to the Competition (herein referred to as the "Entrant") agrees to these Terms of Service and warrants that the submission complies with all requirements thereof. Furthermore, Entrant agrees to abide by all Terms and Conditions.

### **5. SUBMISSION REQUIREMENTS**

#### **A. Submission process**

All photographs are to be submitted via the Competition Website. Upload instructions are available on the webpage. There are five (5) submission categories: 1) News, 2) Environment, 3) Sport, 4) Economy; and 5) Feature (each individually a "Category" and collectively the "Categories").

Each Entrant must submit two (2) different photographs in one (1) or two (2) Categories. Each Entrant may submit either, the two (2) photographs in one (1) Category, or one (1) photograph in each of the two (2) selected Categories.

Notwithstanding the above-mentioned rule to submit two (2) photographs in one (1) or two (2) Categories, an Entrant competing in the Category n°5 entitled "Feature", must submit five (5) photographs in this Category n°5, and one (1) photograph in another Category.

Category descriptions are viewable on the Competition Website. Previously published photographs may be submitted.

Submissions must be received by the Organizer by 11:59 pm Gulf Standard Time (GST) on January 31, 2014. Proof of sending will not be deemed proof of receipt by the Organizer.

Each entry should be marked with name, address, contact telephone number (both daytime and evening).

The Entrant shall provide a copy of his press card online (if he has one) or his certificate of employment.

#### **B. Submission fee**

The submission for this Competition is free.

#### **C. Finality of submission and withdrawal**

Once a photograph has been submitted, the Entrant cannot change the photograph or the Category selected.

No entries can be returned. The Organizer accepts no responsibility for entries lost or damaged.

Entrant may withdraw a submission(s) at any time by sending written notification to the Organizer at:

info@fipcom.net

### **6. CONTENT REQUIREMENTS**

#### **A. Acceptable content**

Submissions that do not comply with the requirements set below in these Terms and Conditions will not be eligible for judging.

All submissions must be photographs, and not a visual or graphic art manipulation. Any changes to the original photograph not listed here are unacceptable and can disqualify the photograph.

Photographs may be digitally enhanced to remove spots or scratches, but not manipulated. Entrants can enhance the photographs to make them brighter, clearer etc, but not manipulate the content. Minor burning, dodging, color correction, hand tinting, and cropping is acceptable. Fish-eye lenses are acceptable. High dynamic range images (HDR) and stitched panoramas are acceptable only if the combined parts are all made around the same time.

The Organizer and the judges reserve the right to exclude any photograph they believe may have been excessively treated so as to alter its authenticity.

Photographs that include sculptures, statues, paintings, and other works of art will be accepted as long as they do not constitute copyright infringement or fraud in the sole opinion of Organizer. When photographing the work of others, it must be as an object in its environment and not a full-frame close up of another person's art.

#### **B. Disqualifying content**

Photographs deemed inappropriate will be disqualified at the sole discretion of the Organizer. Disqualifying content includes, but is not limited to: 1) photograph directly or indirectly promoting any commercial undertaking; 2) photograph containing signatures, graphic markings, or watermarks; 3) image manipulation, digitally or otherwise, to change the original impression; 4) photograph containing full nudity, obscene, defamatory, libelous, slanderous, violent, sexually explicit, politically or religiously

controversial, unsuitable for children and/or is the type of content about which a reasonable adult would expect to be warned (e.g. violence, adult themes, profanity), or otherwise objectionable content; 5) photograph that violates any law or regulation, or violates any rights of any person or entity, including without limitation rights of publicity, privacy or personality, or has otherwise resulted in any consumer fraud, product liability, tort, deceptive trade practice, breach of contract, injury, damage or harm of any kind to any third party.

If any doubt occurs regarding the authenticity of a digital image, the original RAW file will be requested by the Organizer for review by its judges for analysis. Failure to provide original files for review upon request may result in disqualification.

The photographs must not contain a virus, worm, trojan horse, or other content harmful to computers or electronics.

### **C. Categories description**

#### **• News**

Photographs covering (major) news topics and their aftermaths, in such areas as politics, economics, conflict, social tension, relief and reconstruction work, and crime. All photographs must have been shot in 2013.

#### **• Environment**

Photographs documenting issues affecting people's lives and society today, relating to social, environmental, health, other such areas. All photographs must have been shot in 2013.

#### **• Sport**

Photographs capturing defining moments during major sporting events or top-level Competitions. All photographs must have been shot in 2013.

#### **• Economy**

Photographs documenting issues affecting people's lives and society today relating to the economy or economical issues. All photographs must have been shot in 2013.

#### **• Feature**

A series of five (5) photographs by a single photojournalist. This series of photographs and the photographs must have been created and shot in 2013.

### **7. FORMAT REQUIREMENTS**

All submissions must be digital files and can be shot on film or digitally. All film prints and transparencies must be drum scanned at the appropriate resolution and delivered digitally. Photographs should be formatted as TIFF files measuring at least 3,600 pixels on its long dimension at 300dpi. Maximum file size is 100mb. The photographs may be color profiled in sRGB, Adobe-1998 or not color-managed.

### **8. INTELLECTUAL PROPERTY**

Entrant warrants all his submissions: 1) are the Entrant's original work; 2) do not infringe on the intellectual property rights of any person or entity; 3) are free from any claims, including any claims

concerning the intellectual property rights and other proprietary of third parties; and 4) do not violate any laws or regulations.

For the purposes of the use of the photographs described in section 9 below, the Entrant retains the copyright and the entire ownership of the photographs but allows the Organizer to resize or slightly crop a photograph to fit promotional materials.

## **9. USE OF PHOTOGRAPHS & LIMITED LICENSE**

By submitting a photograph to the Competition, the Entrant grants the Organizer a limited, non-exclusive right to use submitted photographs in the context of the marketing and promotion of the Competition for a period of twelve (12) months from the submission date on the Competition Website. Thus, the Entrant grants the Organizer, its partners, sponsors and affiliates, the right to publish, exhibit in print, on the Competition Website and in any other media, the submitted photographs in the context of the marketing and promotion of the Competition. The Entrant acknowledges that submitted photographs, artist biography and bio photo may be provided to accredited media outlets for the purpose of providing editorial media coverage of the Competition.

The Entrant grants the Organizer the right to publish the submitted photographs on the Competition Website, from the submission date on the Competition Website, for the duration of the intellectual property rights and copyright of the Entrant on the photographs as defined under the Fujairah Emirate and the United Arab Emirates laws.

The above uses shall be royalty free. Entrants whose photographs are one of the finalists also agree to take part in post-competition publicity. While the Organizer makes every effort to credit photographers, including in printed reproductions of their work, the Organizer cannot guarantee that every broadcast use of the photographs will include photographers' names.

## **10. WINNER'S PHOTOGRAPHS**

The Entrants who will win the competition including the overall winner and the Categories winners, grant the Organizer a right on their winning photographs, from the submission date on the Competition Website, and for the duration of the intellectual property rights and copyright of the Entrant on the photographs as defined under the Fujairah Emirate and the United Arab Emirates laws up to twelve (12) months, to maintain a winner's database for the purpose of promoting the photographers and the Competition. Organizer will not sell the winner's database, nor will Entrants be entitled to any payment for use of the photographs in the winner's database.

All winning entries will be exhibited in both Paris and Fujairah.

## **11. USE OF PERSONAL INFORMATION**

Entrant grants the Organizer the right to use the Entrant's name, mailing address, email address, and telephone number ("Personal Information") in order to administrate the competition, including but not limited to contact and announce the winner. Entrant acknowledges that the Organizer may modify at any moment and may disclose the Personal Information to third-party agents and service providers or include Personal Information in the Organizer's database for the purpose of facilitating communicating with Entrants.

## **12. SOCIAL MEDIA**

Entrant acknowledges that the Competition Website includes standard links to third party social media platforms ("Third-Parties Sites"), including but not limited to, Google+, Facebook, Twitter, Tumblr for the purpose of promoting Entrants and their work. Entrant acknowledges that photographs may appear on Third-Parties Sites. The Organizer has no control and does not review or manage the Third-Parties Sites.

The Organizer shall not be liable of any unauthorized use of Entrant's photographs by users of Third-Parties Sites.

### **13. COMPETITION RULES**

#### **A. Composition of the Jury**

The Jury will be composed of five (5) individuals selected among photography, media and press personalities.

The Organizer will announce publicly the composition of the jury after the beginning of the submissions.

#### **B. Judges' vote for the overall winner**

The Competition judging panel will select the overall winner photograph among the photographs submitted in all the Categories. The photograph with the maximum number of votes in the first ballot will be selected as the overall winner. If two or more photographs collect the same maximum number of votes, a second ballot will be organized to select the overall winner between these photographs.

#### **C. Judges' vote for the Category winner**

The Competition judging panel will select the Category winner photograph among the photographs submitted in each Category. The photograph in each Category, with the maximum number of votes in the first ballot will be selected as the Category winner. If two or more photographs collect the same maximum number of votes, a second ballot will be organized to select the Category winner between these photographs.

The judging panel shall elect five (5) Category winners, one (1) per Category.

### **14. OVERALL WINNER AND CATEGORY WINNER ANNOUNCEMENT**

Winner's status shall not official until a warranty of ownership and license (collectively the "Required Documents") are signed and returned to the Organizer. The Required Documents must be returned within ten (10) calendar days following a notification by the organizer. Failure to sign and deliver all Required Documents to Organizer by the specified deadline may result in disqualification from the Competition, and selection of an alternate winner.

The identity of the winners shall be officially announced after the judges' vote at a date chosen by the Organizer between February and April 2014. This date will be mentioned on the Competition Website. The winners will be informed by the Organizer by email and/or regular mail of their victory before the official announcement.

If a winner is found to be in breach of these Terms and Conditions, a new winner may be selected. Return of any collected prize will be at the sole discretion of the Organizer.

### **15. PRIZE MONEY AND AWARDS**

The prize for the overall winner is ten thousand Euros (€10 000). The overall winner will also receive a trophy, which specifications will be determined solely by the Organizer.

The prize for each Category winner is Reflex Nikon D800

The above prizes will be received by the winners in cash or by bank transfer or check, at the sole discretion of the Organizer.

The prize winners shall have their winning photographs exhibited during the official announcement ceremony.

Award recipients are responsible for all applicable federal, state, provincial, and local taxes, as well as any other costs and expenses, including but not limited to any exchange fees to convert Euros into any other currency, associated with award acceptance and use.

## **16. AWARDING OF PRIZES**

If the Organizer is unable to contact the overall winner and/or the Category winners after reasonable attempts have been made, the Organizer reserves the right to either offer the prize to a runner up or to re-offer the prize in any future competition.

## **17. WEBSITE DISCLAIMER**

The Competition Website is offered on a "as is" basis. By using this site, you agree that Organizer is not responsible or liable for harm resulting from:

- 1) using the Competition Website;
- 2) any failure in storage, inability to access or retrieve, or unauthorized disclosure of any media uploaded to the Competition Website;
- 3) downloading media from the site, including but not limited to destructive software such as viruses, spyware, or Trojan Horses;
- 4) inaccuracies in statistics and data provided by the Competition Website;
- 5) comments posted about photographer or media by users.

## **18. LIMITATION OF LIABILITY**

THE ORGANIZER SHALL NOT BE LIABLE TO THE ENTRANT FOR ANY LOSS OF REVENUE, PROFIT OR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHETHER BASED ON TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OR STRICT LIABILITY), CONTRACT, OR OTHER LEGAL OR EQUITABLE LEGAL GROUNDS EVEN IF THE ORGANIZER HAD BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITIES OF SUCH DAMAGES.

Entrant shall hold harmless Organizer from any and all liabilities, losses claims, demands, actions, proceedings, damages, costs and expenses arising out of or relating to the Competition, Entrant's participation in the Competition and related activities.

Organizer is not responsible for:

- 1) any typographical or other error in an Entrant's submission(s), printing of the offer, Competition administration, or the announcement of winners and prizes;
- 2) any electronic transmission errors resulting in interruption, deletion, delay, destruction, or unauthorized access to or alterations of entry materials;
- 3) any technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive submission information on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof;
- 4) the costs and expenses of the Entrant in connection with the travel to attend the Competition such as flight tickets and other transportation expenses, travel documents such as visa and passports needed to the Entrant to attend the Competition;
- (5) the costs and expenses in connection with the stay of the Entrant to attend the Competition, such as hotels expenses and bookings.

## **19. RIGHT TO CANCEL OR SUSPEND THE COMPETITION**

The Organizer reserves the right to cancel the Competition or alter any of the rules at any time, if deemed necessary in its opinion, and if circumstances arise outside of its control. The Organizer will not retain any rights in the submitted photographs.

## **20. FORCE MAJEURE**

Neither the Organizer nor the Entrant shall be liable for damages for any delay or default in their respective obligations under these Terms of Service, if such delay or default is caused by third parties and/or conditions beyond their control, (including but not limited to acts of God, catastrophes, government restrictions, wars, acts of terrorism, insurrections, strikes, fires, floods, special events cancellation, failure of equipment or transmission difficulties or work stoppages).

## **21. CHOICE OF LAW**

These Terms of Service shall be governed by and construed in accordance with the laws of the EAU. Entrants consent to personal jurisdiction of the competent Fujairah courts for any dispute or litigation arising from or relating to the Competition, even in case of multiple defendants.

## **22. WAIVER**

To the extent permitted by law, Entrant waives the right to litigate, to seek injunctive relief, or any other judicial or procedural recourse of a dispute or claim arising from or relating to this Competition.

## **23. ENTIRE AGREEMENT AND SEVERABILITY**

These Terms of Service constitute the entire agreement of the Organizer and the Entrant relating to the subject matter hereof and supersedes all prior communications, understandings and agreements, oral or written.

If any provision or part of a provision in these Terms of Service is held to be illegal, invalid, or unenforceable by a court or other decision making authority of competent jurisdiction, then the remainder of the provision will be enforced so as to effect the intention of the Organizer, and the validity and enforceability of all other provisions in these Terms of Service will not be affected or

impaired. The void or ineffective provision shall be replaced by the Organizer by a provision that best approximates the purpose of the void one.

#### **24. MODIFICATIONS OF TERMS OF SERVICE**

The Organizer reserves the right to make modifications to the Terms of Service. Changes made to the terms will be posted on the Competition Website in this section. Continued use of the Competition Website constitutes acceptance of those changes.