

WASTE AID PHOTO COMPETITION

TERMS & CONDITIONS FOR THE WASTE AID "THE WONDERS OF WASTE" 2018 PHOTOGRAPHIC COMPETITION

1. The Promoter

1. The promoter is: WasteAid UK, 58 Abbots Walk, Wye, Kent TN25 5ES ("WasteAid").

2. The competition

1. The title of the competition is The WasteAid Wonders of Waste Photo Competition 2018.
2. Entrants must send a photograph of something made from or with waste materials (the "Subject") taken at any location in the world. WasteAid shall select 12 photographs from those that are submitted to feature in an online gallery on the WasteAid website (www.wasteaid.org.uk) (the "Website") and in a 2019 wall calendar (the "Calendar"). The owners of the photographs selected as the first, second and third entries shall win monetary prizes (£100, £50 and £30 respectively) and all 12 winners will receive a free copy of the WasteAid calendar 2019.
3. Winning entrants also consent to WasteAid using their photographs being used for other promotional purposes, pursuant to paragraph 9.2.

3. How to Enter

1. The competition will run from 00:01 GMT on 1st May 2018 (the "Opening Date") to 23:59 GMT on 31 July 2018 (the "Closing Date").
2. All competition entries must be received by WasteAid by no later than 23:59 on the Closing Date. All competition entries received after the Closing Date will be automatically disqualified.
3. To enter the competition you must: (a) send your photograph(s) in an electronic format to photo2018@wasteaid.org.uk; (b) provide a brief description of the photograph(s), which must include the following details: (i) where the photograph was taken; (ii) the story behind the photograph; (iii) the waste materials and/or product featured in the picture, and (c) provide your contact details.
4. Do not add a signature or watermark to any entry as judging is done anonymously and entries with overlay signatures will not be accepted.
5. Photographs need to be landscape, 2480 x 1748 pixels minimum dimensions, 3:2 or 4:3 aspect ratio recommended. The photographs will be printed to A5 size in the calendar, which has an aspect ratio of 1.414:1 and printed images will be cropped to this size. You are welcome to submit pre-cropped images to this specification.
6. If your photograph contains an image of a living person under the age of 18, you must be the parent or legal guardian of that person.
7. No purchase necessary.
8. WasteAid will not accept: (a) responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or (b) proof of posting or transmission as proof of receipt of entry to the competition.

9. By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
10. The competition entries will be judged by three independent judges based on their interpretation of quality of the composition, technical ability, originality, public appeal and suitability for inclusion in the online gallery. WasteAid reserves the right to amend the criteria used to judge entries.
11. By entering the competition, you hereby warrant that all information submitted by you in your entry is true, accurate and complete in every respect. WasteAid reserves the right to verify any information contained in your entry and/or your eligibility to enter the competition.
12. Entrants shall not submit any images that use any political slogans or homophobic language, images of a lewd or explicitly sexual nature, images containing overt brand sponsorship, content which is defamatory, obscene, illegal, vulgar, offensive or otherwise unsuitable or infringes others' rights (including intellectual property rights).
13. WasteAid reserves the right in its absolute discretion to disqualify any entrant if it has reasonable grounds to believe that an entrant has breached any of these terms and conditions, any applicable law (including copyright law) or has otherwise infringed the intellectual property of any other person. Each entrant acknowledges and agrees that any failure to comply with these terms and conditions could lead to WasteAid disqualifying that person, without WasteAid giving any reason for such disqualification or granting any opportunity for challenge.
14. In the event that a prize-winner is disqualified from the competition, WasteAid will select an alternative prize-winner in the same manner as the original prize-winner and such selection will be subject to these terms and conditions.

4. Eligibility

1. The competition is open to anyone over the age of 18 years, residing in any country.
2. Any person that is: (a) a trustee, employee or contractor of WasteAid; (b) an employee of agents or suppliers of WasteAid, who are professionally connected with the competition or its administration; or (c) a member of the immediate families or households of (a) and (b) above is not eligible to enter the competition. WasteAid reserves the right to disqualify any person that it knows is, or has reasonable grounds to believe is, ineligible for the competition as a result of this condition.
3. In entering the competition, you confirm that you are eligible to do so and eligible to claim the prize. WasteAid may require you to provide proof that you are eligible to enter the competition.
4. WasteAid will not accept competition entries that are: (a) automatically generated by computer; (b) completed by third parties or in bulk; (c) illegible, have been altered, reconstructed, forged or tampered with; or (d) incomplete.
5. WasteAid reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the competition.

5. The prize

1. If your photograph is selected to feature on the Website and the Calendar, you will receive a free copy of the Calendar. The owners of the photographs selected as the first, second and third entries shall also win monetary prizes (£100, £50 and £30 respectively).

2. The prizes are supplied by WasteAid. WasteAid reserves the right to replace the prize with an alternative prize of equal or greater value if circumstances beyond WasteAid's control make it necessary to do so.
3. Prizes are subject to availability. The prize is not negotiable or transferable.
4. In order to claim the prize you must comply with condition 7.

6. Winner announcement

1. The winners of the competition will be announced on 14 August 2018 (Announcement Date) on the Website.
2. The decision of the judges nominated by WasteAid is final and no correspondence or discussion will be entered into.
3. WasteAid will contact the winners personally as soon as practicable after the Announcement Date, using the email address supplied by the winner on entry.
4. WasteAid will send the name and country of the winners to anyone who writes within one month after the Announcement Date requesting details of the winners and who encloses a self-addressed envelope to the address set out in condition 1.

7. Claiming the prize

1. If you are the winner of a prize, you will have 14 days from the Announcement Date to claim the prize by replying to the email sent to you by WasteAid in accordance with condition 6.3. In your reply you must tell us your contact details, including your name, telephone number, email and postal address. If you do not claim the prize by this date, your claim will become invalid.
2. The prize may not be claimed by a third party on your behalf.
3. WasteAid will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize within 14 days of the Announcement Date, your claim will become invalid and WasteAid will be entitled to select another winner in accordance with the process described above.
4. WasteAid does not accept any responsibility if you are not able to take up the prize.
5. No prize will be awarded where any entrant has committed any form of misconduct (as determined by WasteAid in its sole discretion).
6. Prize money is awarded in GBP (£). If the prize money is to be received in another currency, the recipient will pay the exchange and transfer fees and other associated costs. This will be subtracted from the prize money as appropriate during the transaction.

8. Limitation of liability

1. Insofar as is permitted by law, WasteAid, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, disappointment, personal injury or death occurring as a result of any entrant entering this competition, taking up the prize, or as a result of any entrant winning or not winning any prize, except where it is caused by the negligence of WasteAid, its agents or distributors or that of their employees. Your statutory rights are not affected.

9. Ownership of competition entries and intellectual property rights

1. WasteAid does not claim any rights of ownership in your competition entry.

2. You agree that WasteAid may use your entry (whether or not it wins the competition) for any non-commercial and promotional purpose (for example, placing it on the Website or on any social media platform, poster, leaflet or other advertising media). You confirm that your entry is original that you own and have the right to license to WasteAid the copyright and other intellectual property rights in the entry for the purposes referred to in these terms and conditions, but you give WasteAid (and any third party authorised by WasteAid) your irrevocable permission to use, reproduce, publish, display, transmit, copy, amend, store, sell and sub-licence your entry worldwide for such promotional purposes and for the purposes of the competition.
3. By submitting your competition entry and any accompanying material, you agree to: (a) assign to WasteAid all your intellectual property rights with full title guarantee; and (b) waive all moral rights, in and to your competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.
4. You agree that WasteAid may, but is not required to, make your entry available on its our social media channels and websites and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant WasteAid a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry for such purposes.

10. Data protection and publicity

1. If you are the winner of the competition, you agree that WasteAid may use your name, social media account name, your image and your town or county of residence to announce the winner of this competition and for any other reasonable and related promotional purposes.
2. You further agree to participate in any reasonable publicity required by WasteAid.
3. If your photograph contains an image of a living person under the age of 18, you hereby give permission, in your capacity as the child's parent or legal guardian, for WasteAid to use the image for publicity, marketing, and advertising strictly in relation to the competition. You may cancel this permission at any time by writing to WasteAid at the address in Condition 1, and WasteAid will take all reasonable steps to ensure that the photograph is withdrawn from future use.
4. By entering the competition, you agree that any personal information provided by you with the competition entry may be held and used only by WasteAid or their agents and suppliers to administer the competition.

11. General

1. If there is any reason to believe that there has been a breach of these terms and conditions, WasteAid may, at its sole discretion, reserve the right to exclude you from participating in the competition.
2. In the event of any dispute regarding these terms and conditions, the conduct or results of the competition, or any other matter relating to a competition, the decision of WasteAid shall be final and unchallengeable and no correspondence or discussion shall be entered into, comment issued, or reason given in respect of any decision made by WasteAid.
3. WasteAid reserves the right to hold void, suspend, cancel, or amend all or any part of the competition where it becomes necessary to do so. Any changes to these terms and conditions, or cancellation of the competition, will be posted on the WasteAid website. It is

the responsibility of entrants to keep themselves informed as to any changes to the terms and conditions.

4. These terms and conditions and any dispute arising out of or in connection with them or their subject matter (including any non-contractual disputes or claims) shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.
5. A copy of these terms and conditions may be obtained by sending a stamped addressed envelope to: WasteAid UK, The Wonders of Waste Photo Competition 2018, 58 Abbots Walk, Wye, Kent TN25 5ES.