



**Somerset**  
Wildlife Trust

## ***Somerset Wildlife Trust 60th Anniversary Photography Competition 2024***

### ***Terms and Conditions***

These terms and conditions govern the Somerset Wildlife Trust 60th Anniversary Photography Competition 2024. The competition organisers are Somerset Wildlife Trust [SWT]. By accepting the Terms & Conditions of the competition and subsequently submitting your photographs, you have entered into an agreement with the organisers.

The organisers reserve the right to modify these terms and conditions without notice.

#### ***1. Competition entry***

By entering the competition, you agree to the provisions of these terms and conditions and to comply fully with them.

The competition opens at 9am on Wednesday 1st May 2024 and closes on Sunday 1st September 2024 at 5pm. Submissions must be received by the closing date.

#### ***2. Eligibility***

The competition is open to anyone of any age with the following exceptions:

- individuals directly involved in organising or judging the competition
- professional photographers, defined for the purposes of this competition as those who earn more than half their income through photography

Those in doubt as to their eligibility must contact the organisers using email: [comms@somersetwildlife.org](mailto:comms@somersetwildlife.org) for clarification before entering. The organiser's decision on eligibility is final.

If you are under the age of 18 you must have permission to enter from your parent or guardian. Your parent or guardian will be required to submit the application on your behalf. By submitting an entry for the competition, your parent or guardian is deemed to have given such consent and to agree to the use of the entry as described in these terms and conditions.



### 3. *What to enter*

- **Photographs must be digitally submitted at a resolution of 300 pixels per inch at A4 (i.e. image dimensions of at least 3508 x 2480 pixels) In JPEG/JPG or TIFF file format.** If required by the organisers, photographers should also supply a copy of the raw file (if available). SWT reserve the right to crop and enhance photographs for reproduction and display at our Annual General Meeting (AGM), which will be held on Saturday 9th November 2024, and other media if required.
- A maximum of three entries may be entered per applicant and you may distribute these amongst the categories however you wish. No single image may be entered into more than one of the categories.
- Photographs must not have won an award in any other photographic competition at the time of entry or by September 2024 when the winning images are announced.
- Images must not have been taken in commercial blinds or hides.
- Images must not feature domestic pets, farm animals and native or exotic wildlife photographed in zoos, sanctuaries, shows and fairs or similar locations.
- **All images must be taken within the county of Somerset**, with details of location and species (where known) included in the submission.

#### **The photographs will be judged against the following brief:**

- Produced to reflect the overall competition theme "*Capturing Somerset*". This is meant as creative guidance and inspiration, and the organisers reserve the right to judge the significance of this.
- How they fit the categories of the competition's categories: 1) Somerset's Landscapes and Habitats, 2) Somerset Wildlife Trust's Reserves, and 3) Somerset's Wildlife. The judges also reserve the right to move any image to a different category if wished.
- Produce an image suitable for reproduction that shows wildlife, nature and/or wild places in the county of Somerset.
- Images must represent the natural environment.
- Any images containing identifiable people must only be entered with their individual permission/s. Such images may be included within any other media we use; and any and all such permissions are the sole responsibility of the photographer and those photographed by them, not SWT.
- Submissions that appear to SWT to have been taken in such a way that wildlife law or animal welfare requirements may have been breached, or it has been otherwise taken in an irresponsible way, will be rejected.

**The organisers reserve the right to refuse or remove any entry to the competition for any reason, at any time.**



## 4. How to Enter

The competition opens at 9am on Wednesday 1st May 2024 and closes on Sunday 1st September 2024 at 5pm. Submissions must be received by the closing date.

Applicants may enter a maximum of three images under the general 2024 theme “*Capturing Somerset*”, and these must all be entered to one or more of the specific categories, where eligible: 1) Somerset’s Landscapes and Habitats, 2) Somerset Wildlife Trust’s Reserves, and 3) Somerset’s Wildlife. The organisers also reserve the right to move any image to a different category if wished.

### Applicants

Entries must be submitted digitally via the [competition website \(somersetwildlife.org/photo-competition\)](https://somersetwildlife.org/photo-competition). No other forms of submission will be accepted.

By submitting images to the SWT Photography Competition, each entrant confirms and warrants that:

- They are the sole author of each entry and that it is their original work - do not enter other people’s work on their behalf (with the exception of the ‘17 and under’ age group, where a parent or guardian is required to submit any entries, and in doing so give their consent).
- They own the copyright and any other intellectual property rights of each image;
- They have the permission of anyone pictured in the image (or, where the image shows any persons under 18, the consent of their parent/guardian) for the usage rights required by SWT, and will indemnify SWT against any claims made by any third parties in respect of such infringement;
- They have not licensed or disposed of any rights in the image that would conflict with uses to be made by SWT; and
- They have received any necessary permissions from the owner(s) of objects including buildings included in submitted images for the usage rights required by SWT and will indemnify SWT against any claims made by any third parties in respect of such infringement
- Under 18s - must have permission to enter from their parent or guardian. The parent or guardian will be required to submit the application on the minor’s behalf. By submitting an entry for the competition, the parent or guardian is deemed to have given such consent and to agree to the use of the entry as described in these terms & conditions.
- Entrants/their parents/guardians will be deemed to have accepted these terms and conditions and to agree to be bound by them when registering.



## 5. Judging

A panel of judges will select images based upon varying criteria, dependent on the category: technical skill, diversity, originality and creativity. Judging will be anonymous. Judges will assess entries against the brief and select images for exhibiting at the SWT AGM.

Some digital adjustments are acceptable, if deemed so by the organisers, whose decision on this is final; however, the way in which any digital enhancement or editing has been used will be taken into account when judging the entry. Cropping is permitted.

You agree that if you are a winner, you will take part in and cooperate fully with reasonable publicity and to the use of your name and photograph in such publicity.

**The decision of the organisers is final and no correspondence will be entered into concerning the competition's judging and organisation.**

## 6. Announcement of winners

Judging will take place in September 2024.

The winners and shortlisted entrants will be contacted via email by **2<sup>nd</sup> October 2024**.

The winners will be announced publicly by SWT on **7<sup>th</sup> October 2024 – results must not be shared by winners before that time, in person, on social media or other mediums**. We will not post the names and details of entrants aged under 18 years online without the entrant's parental or guardian's consent.

## 7. Usage Rights

By entering the competition, you grant SWT a non-exclusive, irrevocable licence to reproduce, enlarge, publish or exhibit, on any media, the images for any purpose to further its charitable aims and objectives. This will include but may not be limited to:

- At our AGM
- On the SWT website and social media
- In Somerset Wildlife, our members' magazine
- In external print and digital press to publicise the competition and/or the work of SWT
- In any other SWT promotional materials e.g. email newsletters, information leaflets or posters

In addition to these uses, the organisers will also seek additional permission to use any winning images on merchandise including, but not limited to, greeting cards, prints and posters, for sale on our shop website. Any funds raised from these sales will be used by SWT to further its charitable aims. Reasonable notice will be given by SWT to any photographer who agrees to this additional usage informing them of the intended use.



Copyright will remain with the photographer. The granting of this additional permission will not affect the outcome of the competition.

The organisers will make every reasonable effort to ensure that name credits are given to any photograph published in any medium for any purpose.

## ***8. Data Protection***

We will keep your details on our secure database to enable us to administer the competition, use your images (see usage rights) and contact you with news directly relating to this competition (e.g., the outcome and the launch of the calendar). With your permission (or a parent/guardian for those under 18) we will also send you information about next year's competition, plus regular updates about the wildlife in our three counties, ways to get closer to nature, project updates, events, volunteering opportunities and fundraising news, and other information about SWT or the Wildlife Trusts.

We value your privacy and promise to keep your personal details safe and secure, and we will never sell your data. You can read our full privacy policy at

[somersetwildlife.org/policies/privacy-policy](https://somersetwildlife.org/policies/privacy-policy)

## ***9. Indemnity and Limitation of Liability***

To the maximum extent permitted by law, SWT excludes its liability for any loss, damage, injury, cost or expense suffered by you, whether directly or indirectly and howsoever caused, in connection with the competition and use of any prize. Nothing in these terms and conditions shall exclude SWT's liability for death or personal injury arising from SWT's own negligence or any other liability that cannot, as a matter of law, be excluded.

You agree to indemnify SWT and keep SWT indemnified against any loss, damage, injury, cost or expense suffered by SWT as a result of your entry in the competition, including (but not limited to) any claim of infringement of intellectual property rights made by any third party.

Prizes are non-exchangeable, non-transferable and no cash alternative is offered. SWT reserves the right to replace the prize with an alternative prize if circumstances beyond SWT's control make it necessary to do so. The decision of SWT regarding any aspect of the prize draw or competition is final and binding and no correspondence will be entered into about it.



## *10. General*

The information given in these Terms & Conditions is correct, but SWT reserves the right to change any of it without prior notice. By entering the competition, entrants will be deemed to have agreed to be bound by these Terms & Conditions. Any breach of these Terms by an entrant will void their entry. If a breach has occurred, but is discovered after the award of any prize, then the organisers may require the return of that prize.

These Terms and Conditions shall be governed and construed in accordance with English Law and will be subject to the exclusive jurisdiction of the English court.

## *11. Prize Terms and Conditions*

There will be one overall winner, who will be announced by SWT on **7<sup>th</sup> October 2024**. This winner will receive a voucher for a private guided tour at Westhay Moor National Nature Reserve and the winning photo will be exhibited at our AGM in November 2024. The prize winner may add up to 5 people to the tour at no extra cost. The prize is subject to availability and should be booked at least 1 month in advance to avoid disappointment. SWT will contact the winner directly by email to organise the prize and agree preferred dates. Return of any prize notification as undeliverable or failure to reply as specified in the notification (and within the time stated) may result in disqualification and selection of an alternate winner. All entrants must be able to transport themselves to Westhay Moor National Nature Reserve. If the winner books a date and has to cancel within 14 days, no new dates can be offered.

Each age group winner will also receive a year's free Somerset Wildlife Trust membership. SWT will contact the winners directly by email to request details. We will then either (a) offer the winner a year's membership for free, if they aren't currently a member, or (b) push forward their next payment date by a year, if they're already a member. Winners in the '17 and under' categories will be offered family memberships in the name of their parent/guardian.

The prizes are as stated and no cash or other alternatives will be offered. The prizes are not transferable. Prizes are subject to availability, and we reserve the right to substitute any prize with another of equivalent value without giving notice.

SWT reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of SWT's control. Any changes to the competition will be notified to entrants as soon as possible by SWT.

The competition and these terms and conditions shall be governed by and construed in accordance with English law. You and the Promoter irrevocably agree that the courts of England shall have exclusive jurisdiction over any claim or matter or to settle any dispute which may arise out of or in connection with these Terms & Conditions and that accordingly any proceedings may be brought in such courts.