NNDC Social Media Competition Terms and Conditions

1. The Promoter

The promoter is: North Norfolk District Council of Council Officers, Holt Road, Cromer, Norfolk NR27 9EN ('NNDC')

2. The competition

- 2.1 The title of the competition is Age Positive Imagery Photography Competition.
- 2.2 There are three (3) cash prizes on offer (1st Prize £75, 2nd Prize £50, 3rd Prize £25).
- 2.3 The competition will be running via email and across Facebook and X and only 1 prize across all platforms is available.
- 2.4 The entry will be judged according to the following criteria:
 - (a) overall impact;
 - (b) relevancy to category topic
 - (c) originality

3. How to enter

- 3.1 The competition will run from 10am 1st March 2024 (the "**Opening Date**") to 4pm on 18th March 2024 (the "**Closing Date**") inclusive.
- 3.2 All competition entries must be received by NNDC by no later than the Closing Date. All competition entries received after the Closing Date are automatically disqualified.
- 3.3 To enter the competition submit an entry via email to agefriendly@north-norfolk.gov.uk.
- 3.4 No purchase necessary and there is no entry fee to enter this competition.
- 3.5 NNDC will **not** accept responsibility for competition entries that are lost, mislaid, damaged or delayed, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
- 3.6 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
- 3.7 The winner will be chosen by the judges.

4. Eligibility

- 4.1 The competition is only open to all residents in the UK, **except** employees and Members of NNDC and their immediate families or anyone who directly professionally connected with the competition.
- 4.2 The entrant must be the original artwork creator and solely hold the copyright.
- 4.3 Imagery must not be licence or disposed or any rights that will conflict with the competition. Images that have been made available on stock libraries and that may have gained publicity from this may be disqualified at the judge's discretion.
- In entering the competition, you confirm that you are eligible to do so and eligible to claim the prize. NNDC may require you to provide proof that you are eligible to enter the competition.
- 4.5 NNDC 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:
 - (d) photocopies and not originals; or
 - (e) incomplete.
- 4.6 There is a limit of one entry per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
- 4.7 NNDC reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.

5. Conditions of Entry

5.1 Entries must be submitted digitally, scanned negatives are not accepted. Digital adjustments that maintain the integrity of the image are allowed.

- 5.2 A high-resolution image will may be requested if entries are shortlisted and entrants may be disqualified at the judge's discretion if high resolution images are not provided when requested (with the exception for entries from under 18s.)
- 5.3 Images must not include watermarks, borders or signatures.
- 5.4 Images submitted must not have been submitted for any other competition or have been used for any other campaign or as part of a professional commission or be submitted for any other competition after entry into this one before the results have been announced.
- 5.5 Images that have won or been commended or received notable publicity in any competition before the submission deadline or judging will be disqualified at the judges' discretion.
- NNDC requires that prior permission be sought before submitting photographs from persons in the image and owners of any private property or gardens. Entries featuring children under 18 can only be accepted by the parent or guardian and by submitting the entry the entrant warrants that is the case and grants permission for the image to be treated according to these terms
- 5.7 Entries must not infringe the rights of third parties including copyright, trademark, trade secrets, privacy, publicity, personal or proprietary rights.
- 5.8 Images should not contain anything that is defamatory, obscene, unlawful, offensive or otherwise unsuitable.

6. The prize

- 6.1 The prize is:
 - (a) 1st Prize £75
 - (b) 2^{nd} Prize £50
 - (c) 3rd Prize £25
- 6.2 The prize does not include any other costs incurred in relation to completion.
- 6.3 The prize is not negotiable or transferable.

7. Shortlist

7.1 Unsuccessful entrants will not be contacted.

8. Winners

- 8.1 The decision of NNDC is final and no correspondence or discussion will be entered into.
- 8.2 NNDC will notify the three winners by email within 3 working days of the closing date.
- 8.3 NNDC must either publish or make available information that indicates that a valid award took place. To comply with this obligation NNDC will send the surname and county of the prize winner to anyone who writes to the address set out in clause 1 (enclosing a self-addressed envelope) within one month after the Closing Date of the competition.
- 8.4 If you object to any or all of your surname, county and winning entry being published or made available, please inform NNDC on acceptance of your prize. In such circumstances, NNDC must still provide the information and winning entry to the Advertising Standards Authority on request.
- 8.5 NNDC does not accept any responsibility if you are not able to take up the prize.

9. Limitation of liability

Insofar as is permitted by law, NNDC, 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, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of NNDC, its agents or distributors or that of their employees. Your statutory rights are not affected.

10. Data protection and publicity

- 10.1 NNDC will only process your personal information as set out in the <u>Home | Privacy Notice</u> (north-norfolk.gov.uk). See also condition 8.2 and condition 8.4, with regard to the announcement of winners.
- 10.2 By entering in to this agreement you agree that if selected as a winner of any prize NNDC may share your details with any potential future organisation engaged in the theme of the competition for the purpose of publishing the image and details of the winners.

11. Copyright and Usage

- 11.1 Entrants remain the copyright holder to any images submitted by themselves
- Winning and shortlisted entrants agree to grant NNDC and its partners and sponsors to a non-exclusive irrevocable licence to reproduce, enlarge, publish and exhibit for any purpose related to the competition in any medium, including print and digital.
- This includes but is not restricted to; exhibiting, promotional materials, calendars or other printed good and for use in press and on website and social media channels.
- 11.4 The entrants agree to NNDC free usage sublicensing the images for press articles or any other external communications relation to the theme of the competition.
- 11.5 NNDC will try to ensure the photographers will be credited on all mediums, but in the event of an inadvertent omission of the credit, the photographer agrees that NNDC shall not be liable.
- 11.6 The entrant is responsible for any claim made by a third party against the submission.

12. General

- 12.1 NNDC's decision in respect of all matters to do with the competition is final and no correspondence will be entered into.
- 12.2 NNDC 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 NNDC's control. Any change to the competition will be notified to the entrants/winner as soon as possible by NNDC.
- 12.3 If there is any reason to believe that there has been a breach of these terms and conditions, NNDC reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so. If a breach has occurred, but it is discovered after the award of a prize, then the organisers may require the return of that prize.
- 12.4 This competition is in no way sponsored, endorsed or administered by, or associated with Facebook or X or any other social media platforms the competition is promoted on. You are providing you information to NNDC and not to any other party.
- 12.5 These terms and conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.