

## **Forest of Avon Trust's Ancient Tree Photography Competition – Terms and Conditions**

These terms and conditions govern Forest of Avon Trust and partners Photography Competition 2023. The competition organiser is Forest of Avon Trust of 6a Gainsborough Square, Lockleaze, Bristol, BS7 9XA.

All entrants to this competition are deemed to have agreed and accepted these Terms & Conditions and, by submitting a photograph, have entered into an agreement with the organiser. The organiser reserves 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 on Saturday 10th June 2023 and will close on June 30<sup>th</sup> 2024.

### **2 Eligibility**

The competition is open to all UK residents over the age of 18. If you are under the age of 18, you must have permission to enter from your parent or guardian. 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.

Professional photographers (defined for the purposes of this competition as those who earn more than 25% their income through photography) are excluded from entering this competition. Those in doubt as to their eligibility must contact the organiser for clarification before entering at [info@forestofavontrust.org](mailto:info@forestofavontrust.org).

### **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 1920 x 1080 pixels) in JPG/JPEG file format, maximum file size 10MB. The organiser reserves the right to crop and enhance photographs where appropriate. If in doubt, please ask us before submitting by contacting [info@forestofavontrust.org](mailto:info@forestofavontrust.org). Photographs must not have won an award in any other photographic competition. Images taken by a drone or similar technology will be refused. The photographs must comply with the following brief:

- Submitted photographs must be of the West of England's Ancient trees. The photo must be located in the West of England's boundary which includes the registered boundary areas of the 4 local councils of Bristol, Bath and North East Somerset, North Somerset and South Gloucestershire.

- Digital adjustments and cropping are acceptable. However, the organiser reserves the right to exclude submissions, which in their sole opinion, are heavily edited.

## **How to enter**

The competition opens on Saturday 10th June 2023 and closes on January 31<sup>st</sup>, 2024. Applicants may only enter one image per person. Entries must be submitted digitally via the competition website at [Ancient Tree Photo Competition | Forest Of Avon Trust](#). No other forms of submission will be accepted. By submitting images to the Forest of Avon Ancient Tree Photography Competition, each entrant confirms and warrants that:

- They are the sole author of each entry and that it is their original work.
- 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 Forest of Avon Trust and partners and will indemnify Forest of Avon Trust and partners 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 Forest of Avon Trust and partners.
- They have received any necessary permissions from the owner(s) of objects including buildings included in submitted images for the usage rights required by Forest of Avon Trust and partners and will indemnify Forest of Avon Trust and partners against any claims made by any third parties in respect of such infringement.
- The defined age groups for the competition are under:
  - Up to 10,
  - 11 to 15,
  - 16 to 21
  - 21 and up
- The organiser reserves the right to refuse any entry to the competition which fails to comply with the Terms and Conditions for entry and eligibility.

## **5 Judging**

All photos submitted will be shortlisted by the competition organiser and the final images chosen will be put forward to our judging panel. The judging panel will assess the images against the following criteria:

- How well does it reflect the theme?
- Creativity – is it fresh and original?
- Impact - what emotions or reactions are evoked from the submission?
- Technical skill (composition – sharpness – framing – use of colour and light)

## **6 Announcement of winners**

The winners will be contacted by telephone or email as soon as possible after the judging panel has picked a winner and publicly announced via social media and other Forest of Avon Trust publications.

## **7 Prizes**

In 2024, the organiser will hold exhibitions across the South West region to celebrate Ancient trees and the people who have taken part. Photographic entries will be collated and made into a photo album, that will be sold to plant more trees in our region to tackle the ecological and climate emergencies we are experiencing in our present.

The winners and runners up of their categories will have a tree planted in at Great Avon Wood in the planting season of 24/25. This is the home to the Publow Oak an Ancient Tree that this competition is inspired by. You will be invited to plant your own tree or one of our team will plant it for you and send you the what3words. Please note, this does not mean you will own the tree.

The organiser reserves the right to amend or alter prizes without prior notice.

## **8 Usage Rights**

By entering the competition and submitting a photographic entry (“the images”), you grant Forest of Avon Trust a non-exclusive, irrevocable, perpetual, worldwide, royalty-free and free of charge licence to reproduce, enlarge, publish, republish, display or exhibit, on any media, the images for all purposes and to share the images with our partners, including The Woodland Trust. Such purposes include but are not limited to:

- The Forest of Avon Trust and partner’s websites and social media channels, any other websites of Canon Group or its agents/contractors, and in marketing materials (including at exhibitions.)
- In conjunction with sponsors, promotion of this photography competition

- External print and digital press to publicise the competition and/or the work of Forest of Avon Trust and partners.
- Any other Forest of Avon Trust and partners promotional materials, including but not limited to information leaflets, booklets or posters.
- Merchandise, including but not limited to greeting cards, calendars, prints and posters, for sale by the Trust online or otherwise. Not included in this licence is the use of the images for product sales communication or paid-for media advertising. Copyright will remain with the photographer. Any funds raised from related sales will be used by Forest of Avon Trust to further its charitable aims. The organisers will make every reasonable effort to ensure that name credits are given to any photograph published in any medium for any purpose but accept no liability for failing to do so.

## **8 Data Protection**

Forest of Avon Trust will:

- keep your details on its secure database to administrate the competition,
- use the Images in accordance with clause 7 of these Terms and Conditions (usage rights) and
- contact you with news directly relating to this competition (e.g., the outcome).

We value your privacy and promise to keep your personal details safe and secure, and we will never sell your data.

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

To the maximum extent permitted by law, Forest of Avon Trust 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 Forest of Avon Trust liability for death or personal injury arising Forest of Avon Trust's own negligence or any other liability that cannot, as a matter of law, be excluded. You agree to indemnify Forest of Avon Trust and keep Forest of Avon Trust indemnified against any loss, damage, injury, cost or expense suffered by Forest of Avon Trust 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.

## **10 General**

The information given in these Terms & Conditions is correct, but Forest of Avon Trust reserves the right to change any of it without prior notice.

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.

Forest of Avon Trust's Privacy Policy applies to the competition and use of the Forest of Avon Trust's Photography competition website. 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.

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 courts.