

# Franco British Connections

## Photo Contest Terms and Rules

### **1. Conditions of entry**

1.1. The contest is open to any adult natural person.

1.2. Each candidate must submit one photograph. The photograph must be new and original work, taken by the candidate. No third party may own or control any materials the photo contains. The photo must not infringe upon the trademark, copyright, moral rights, intellectual rights, or rights of privacy of any entity or person. The candidate specifically guarantees to be the sole author and owner of the copyright; the image doesn't violate any third party intellectual property right; and that he has not licensed any rights in the image that would conflict with its use as part of the contest.

1.3. The photo must be accompanied by a caption specifying:

- the title ;
- the name, first name, date of birth and e-mail address of the candidate ;
- the place and date (or approximate date) of the shooting as well as a short commentary (60 words maximum).

1.4. Violators of the rules will be removed from the contest. If a breach has occurred but is discovered after the award of a prize, then the organisers may require the return of that prize.

1.5. Entries will not be accepted unless submitted via the official contest channel. Entries not submitted through the proper channel will be deleted. Photos should be submitted in the following formats: jpeg, jpg, png.

1.6. Entries will be judged by the jury as designated by Franco British Connections. All decisions are final, the candidates have no plea against the Franco British Connections and / or the jury relating to the choice of the selected photo. The inclusion of any submitted photograph is in no way an endorsement of the image, the subject matter, or the photographer.

1.7. The photo must not contain violence, profanity, sex or direct attacks on individuals or organizations. Franco British Connections fully reserves the right to disqualify any entry it deems inappropriate.

1.8. Submissions will not be accepted once the deadline lapses. Franco British Connections will take no responsibility for entries that arrive late and/or not in the correct format.

1.9. The prize must be collected by the winner and is not transferable.

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1.10. The winners will be contacted via the email address provided during entry. If no response is received after five (5) business days, a new winner will be selected and the previous winner will forfeit all rights to the prize.

### **2. Contest timeline**

2.1. The contest begins on October 3rd, 2022. All entries must be received through [contest@fb-connections.org](mailto:contest@fb-connections.org) by 23:59 Central European Time on November 25, 2022.

### **3. Judging criteria**

3.1. Photo entries will be judged based on:

- Creativity: how the photo expresses the candidate's characteristics of personality and imagination,
- Quality of the photo: sharpness, light, exposure and composition (how subjects, light, lines, patterns and colours are placed),
- Originality: how the photo can be distinguished from the works of other candidates,
- Elements of design: balance, rhythm, pattern, emphasis, contrast, unity and movement of the photo,
- Conformity to the subject of the contest: techniques and effects in key with subject « SUBJECT OF THE CONTEST ».

3.2. The jury will select three (3) winners.

3.3. Franco British Connections will notify winners via the contact information provided at the time of entry.

### **4. Prizes**

4.1 Three (3) prizes will be awarded, as follows:

- Eurostar Return ticket
- Interrail Pass
- Premium print out and framing of the photograph

4.2. Franco British Connections may modify the price list at any time and without notice.

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4.3. The prizes are accepted as is by the candidate without the possibility of claiming a financial equivalent.

### **5. Uses of the photo**

5.1. The candidate expressly accepts that his/her photo may be used and distributed, for non-commercial purposes, by any existing or future means in any form and/or on any media known or unknown to date. By entering the competition, the candidate is granting a non-irrevocable licence to reproduce, enlarge, publish or exhibit, on any media, the images for any purpose to further its aims and objectives.

5.2. Franco British Connections will use all reasonable means to make sure that the name of the author will appear. Nevertheless, the candidate acknowledges that the mention of his/her name and the reproductions of his photo, in particular on the internet, may be altered or partial. Franco British Connections cannot be held responsible in this regard.

5.3. Franco British Connections not to infringe in any way the integrity of the photo submitted as part of the contest. However, Franco British Connections has the right to juxtapose the photo with other photo or intellectual creations. Franco British Connections also has the right to associate the photo with any visual element of Franco British Connections such as its brands and graphic charter as well as those of its sponsors.

### **6. Data protection**

6.1. By entering the Photo Contest, the candidate agrees that any personal data he provides as part of your entry may be held and used by Franco British Connections or its agents and suppliers to administer the competition.

6.2. These data include your name, first name, email address and age. Additional data may be collected in the event that you are a winner of the contest.

6.3. Franco British Connections undertakes to use personal data for the sole purpose of the contest.

6.4. All the data Franco British Connections collects from you are only used to submit your entry to the competition, communicate about the competition and, where applicable, to present your prize to you.

6.5. Franco British Connections is the sole recipient of all data.

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6.6. Each candidate has the right to access, modify and rectify personal data concerning them, and may object to the processing of these data by writing to the following email address: [contest@fb-connections.org](mailto:contest@fb-connections.org). However, candidates are informed that personal data concerning them conditions the taking into account of their participation.

### **7. Miscellaneous**

7.1. Franco British Connections may modify, extend, shorten, suspend or cancel the contest without being held liable, no compensation can be requested by the candidates. The candidate will not receive any notification regarding the modification of the content of these rules and will take cognizance of them regularly.

7.2. As this contest has no commercial or advertising purpose, reimbursement costs that participation may have generated cannot be demanded of Franco British Connections.

7.3. The candidate shall not use the FBC logo and name without prior consent and must seek approval of any statement, press release, or publication in any form relating to his participation in the competition.

7.4. The candidate will indemnify FBC against any loss, damage, injury, cost or expense suffered by FBC as a result of the entry in the competition, including (but not limited to) any claim of infringement of intellectual property rights made by any third party.

7.5. The candidate expressly understands and agree that FBC shall not be liable, in law or in equity, to the candidate or to any third party for any direct, indirect, incidental, lost profits, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, resulting from the competition and use of any prize.

7.6. Franco British Connections reserves the right to update these Terms and Conditions from time to time and any updated version will be effective as soon as it is published on the website.

7.7. The mere fact of participating in the contest entails the outright acceptance of these rules.

### **8. Governing Law**

**Franco British Connections**  
**Photo Contest Terms and Rules**

8.1. These Terms and Conditions and any dispute, controversy, proceedings, or claim arising out of or in connection with them or their subject matter (including the Competition, validity, termination or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of France.

8.2. The Courts of France shall have exclusive jurisdiction shall have exclusive jurisdiction to hear and determine or otherwise settle all and any disputes which may arise out of or in connection with these Terms and Conditions.