



## NSF Farming Photographic Competition 2018 Terms & Conditions

### 1. The Competition:

- 1.1 The NSF Farming Photographic Competition 2018 (“**Competition**”) is organised and run by NSF Agriculture UK Limited with company number 03707745 and whose registered office is at Hanborough Business Park, Long Hanborough, Oxfordshire, OX29 8SJ (“**NSF**”).
- 1.2 The Competition is open to all amateur photographers, other than employees of NSF, their families, the Farming Community Network (a company limited by guarantee) with company number 04429778 and whose registered address is at Head Office, Manor Farm, West Haddon, Northamptonshire, NN6 7AQ, its employees or their families, or anyone else associated with the Competition.
- 1.3 All details regarding entering the Competition are contained within these Terms and Conditions (“**Terms**”) and it is a condition of entry that these Terms are adhered to. Each image submitted will be deemed acceptance of these Terms.
- 1.4 The Competition will close on 13<sup>th</sup> July 2018 at 17:00 GMT +1 (the “**Closing Date**”). All entries must be received before this time. Late, incomplete or corrupted entries will be automatically disqualified.

### 2. How to Enter the Competition:

- 2.1 All Competition entries should be submitted via email to: [competition@nsf.org](mailto:competition@nsf.org).
- 2.2 Each image must be emailed to the address detailed in clause 2.1, together with the name, address and email address of the entrant and a tagline/caption which accompanies the image and the month the image was taken (if appropriate) and an image release form completed and signed by every individual appearing in the submitted image.
- 2.3 Image files may be submitted from digital cameras and smart phones and must be a minimum of 300dpi and between 1MB – 5MB in file size. Files over 5MB must be submitted via a file sharing system such as dropbox to the address detailed in clause 2.1.
- 2.4 All images submitted must be photographs and must reflect the Competition's theme, “The Funny Side of Farming” (“**Theme**”). All images submitted must show an agriculture or farming scene and must not include any persons under the age of 18. Any images showing anyone under the age of 18 will be automatically disqualified.
- 2.5 There is no charge to enter the Competition.

### 3. Eligibility

- 3.1 The Competition is open to all residents in the UK aged 18 or over, except those excluded in clause 1.2
- 3.2 All images submitted must have been taken within three years of the Closing Date.
- 3.3 All images submitted must be original work of the individual submitting the image, must not have been published elsewhere, or have won a prize in any other photographic competition. All images submitted must be the entrant's own work and in entering the Competition, the entrants confirm that they own the copyright in the image and any tagline and that it does not infringe the copyright or other rights of any third party.



- 3.4 In claiming a prize (as detailed in clause 4) all entrants confirm they are eligible to enter the Competition and eligible to claim a prize. NSF may require all entrants to prove they are eligible to enter the Competition; that the image submitted is the entrant's original work and that the entrant owns all copyright and moral rights in it.
- 3.5 There is a limit of twelve images to be submitted per person and each image may only be entered once.
- 3.6 Computer generated images or computer-altered images will not be accepted.
- 3.7 Artwork and illustrations will not be accepted.
- 3.8 NSF reserves the right, to disqualify or exclude any entrant or image connected to judges, NSF or Farming Community Network personnel, or deemed produced by unfair means.

#### **4. The Prize**

- 4.1 Twelve winning images will be selected by the judges to be used in NSF's 2019 Agriculture calendar with a different image selected and published for each month of the year, together with the name of the photographer and county, where deemed appropriate by NSF, the tagline/caption.
- 4.2 The overall winner of the Competition will see their image printed as the cover for NSF's 2019 Agriculture Calendar, plus, the choice of: either a £40 voucher to a high street store, or two complimentary tickets to attend the British Farming Awards on 18 October 2018.
- 4.3 The other eleven winners will be offered a £40 voucher to a high street store.
- 4.4 Alternatively, all winners may choose to donate the monetary equivalent of the £40 voucher to the Farming Community Network.
- 4.5 The prizes are not negotiable or transferrable and no cash alternative will be offered.
- 4.6 There is no fee payable by NSF for reproduction of the images chosen.
- 4.7 NSF reserves the right to withhold prizes if, in the opinion of the judges, the quality of entries falls below the standard required.

#### **5. Intellectual Property**

- 5.1 Entrants will retain copyright and moral rights in all images submitted, subject to the following:
  - 5.1.1 entrants grant NSF an exclusive right to use the image submitted for reproduction and sale in a 2019 calendar to promote farming and agriculture and as otherwise designated by NSF; and
  - 5.1.2 entrants grant NSF the exclusive right to use any images submitted for the Competition to promote the Competition or similar competitions within a period of five years from the date the winners are announced.
- 5.2 Entrants confirm that NSF may publish, display or otherwise reproduce the images submitted for the Competition (whether on the internet, in exhibitions or otherwise), provided such use is for the purposes of promoting the Competition, future competitions or NSF generally.
- 5.3 NSF will endeavour to credit the photographer whenever his or her image is used by NSF and will endeavour to use any tagline submitted with the image.



5.4 Without appropriate written consents from the people featured in an image, NSF is not entitled to use photographs of people in advertising or marketing of any kind. Accordingly, acquiring signed model releases which grant appropriate rights to NSF is mandatory and these must be submitted at the time of entry.

5.5 The winners consent to the use of their image, name and/or photography in any publicity carried out by NSF, without fee.

## **6. Finalists and Winner Announcements**

6.1 The Competition entries will be judged by a panel of three NSF judges. The judging criteria is to choose the most visually appealing and comical interpretations of the Theme.

6.2 The decision of the judges is final. There will be no correspondence entered into regarding the judging criteria and the awarding of winners. This applies in relation to any shortlists, semi-finalists, runners up or winners.

6.3 The twelve winning entries will be decided by NSF on 13<sup>th</sup> July 2018 at 17:00 GMT +1 and notified to the winners within three working days of the decision, in writing to the email address provided when the entrant entered the Competition.

6.4 If a winner cannot be contacted or is not available, NSF reserves the right to select another entrant as a winner.

6.5 NSF will publish the names of the winners on its website at [www.nsfinternationalfood.co.uk](http://www.nsfinternationalfood.co.uk). They will also be published on twitter at: @NSF\_Agriculture.

## **7. Limitation of Liability**

7.1 Insofar as is permitted by law, NSF, its agents or distributors will not in any circumstances be responsible or liable to compensate any winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the a prize except where it is caused by the negligence of NSF, its agents or distributors or that of their employees. Statutory rights are not affected.

7.2 Events may occur which render the Competition itself or the prizes impossible due to reasons beyond the control of NSF and accordingly, NSF may at any time in its absolute discretion vary or amend the Competition and the entrants agree that no liability shall attach to NSF as a result.

7.3 NSF does not accept any liability whatsoever for the publication of unlawfully reproduced images.

## **8. Data Protection**

8.1 The parties agree that when NSF processes personal data (including sensitive personal data) under the Terms provided to it by an entrant, NSF shall be the controller.

8.2 The parties agree that whenever NSF processes personal data under these Terms and in organising and managing the Competition, such processing shall be carried out subject to and in accordance with NSF's privacy policy which can be viewed at [www.nsfinternationalfood.co.uk](http://www.nsfinternationalfood.co.uk).

## **9. General Provisions**

9.1 NSF will not accept:



- 9.1.1 responsibility for Competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
- 9.1.2 proof of transmission as proof of receipt of entry to the Competition.
- 9.2 If there is any reason to believe there has been a breach of these Terms, NSF may, at its sole discretion, reserve the right to exclude an entrant from participating in the Competition.
- 9.3 NSF reserves the right to hold void, suspend, cancel or amend the Competition where it becomes necessary to do so.
- 9.4 These Terms shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.



## Schedule 1

### Model Release Form

Addressee  
Address line 1  
Address line 2  
Postcode

[DATE] 2018

Dear Sirs,

#### Permission to use photographs

I understand that NSF Agriculture UK Limited, with company number 03707745 and whose registered office is at Hanborough Business Park, Long Hanborough, Oxford, Oxfordshire, OX29 8SJ (“**NSF**”) wishes to use the photograph a copy of which is attached (“**Photograph**”) featuring me for the purposes set out below. I confirm I am over the age of 18.

Pursuant to and in consideration of the sum of £1 (receipt of which I hereby acknowledge), I confirm that:

1. I grant NSF exclusive permission to use the Photograph throughout the world in all and any media, including, in a photographic calendar, in NSF's printed publications, presentations, promotional materials, in the advertising of the NSF's goods or services, or on NSF's website (**Specified Purposes**).
2. I do not object to NSF:
  - 2.1 storing copies of the Photograph for the Specified Purposes or to it storing my contact details on its database in case it needs to contact me; or
  - 2.2 transferring the Photograph and my contact details to a destination outside the European Economic Area (**EEA**) or storing them at a destination outside the EEA for the purposes set out in paragraph 2.1.

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Yours faithfully,



.....

[NAME OF SENDER]

**CONTACT DETAILS**

Address:.....

.....

Email:.....

Telephone:.....