

## Photo Contest Terms and Conditions

The distinctivelyWESTERN Photo Contest is a contest run by Student Services at The University of Western Ontario. All questions regarding the contest Terms and Conditions should be directed to [publications@uwo.ca](mailto:publications@uwo.ca) at Western Student Services Building, Room 3100B, London, Ontario, N6A 3K7.

### License

Photos submitted to the distinctivelyWESTERN Photo Contest (hereafter known as "Contest") become exclusively licensed to Student Services at Western University (hereafter known as "Authorized Party"). By submitting a photo entry to the Contest, and in consideration of the opportunity to win prize(s), you agree to give the Authorized Party full print and digital publication rights in perpetuity for any and all submitted photos. **All photos submitted to the Contest must not have been previously licensed for online/print use to any other parties and must not be shared prior to or following the contest outside of personal social media accounts (i.e. not shared with any corporate accounts).** Failure to meet this condition will result in the photo being disqualified from the Contest.

By entering the Contest, all entrants grant an irrevocable perpetual, nonexclusive license to the Authorized Party, to reproduce, publish, display, distribute and create derivative works of the entries in connection with the contest and promotion of the Contest, and for purposes or promotion, advertising, and trade of publications owned, operated, controlled, published or distributed by the Authorized Party. The Authorized Party will not be required to pay any additional consideration or seek any additional approval in connection with such use.

You represent and warrant that the photograph(s) you submit is an original work by you, that you own or control 100% of the rights in and to your photograph(s) and the rights granted to the Authorized Party in this license, and such rights are and shall be free and clear of any and all claims, rights and obligations; and that you have the right to grant to the Authorized Party the rights granted to us in this license, you do not require the consent of any third party and that there is no contract with any third party that could in any way interfere with the Authorized Party rights under this license or require any payment to be made to anyone by the Authorized Party.

*Initial* \_\_\_\_\_

### Judging

Winning photographers will be chosen by a jury comprised of selected representatives from the Authorized Party. Photographs will be judged on originality, style, composition, photographic quality and appropriateness of theme. Identifying information will be removed/excluded from photos during the judging process to ensure impartiality.

### Prizes

There will be one grand prize consisting of \$200.00 cash for the selected first place winner. Second and third place winners will be awarded \$125.00 and \$75.00 cash, respectively. Additional prizes may be awarded to honorable mentions as determined by the jury. In addition to awarded prize(s), the Authorized Party will publish winning photos in its annual Western Wall Calendar, provided that the image meets the aesthetic, editorial and moral standards of the calendar, as determined by the Authorized Party. Should a winning photo be deemed inappropriate for publication, the Authorized Party is not obligated to publish the photo, but other prize(s) will still be awarded. The contest deadline is stated on the contest website: <https://studentservices.uwo.ca/secure/PhotoContest/>.

## Photo Contest Terms and Conditions

In the event that a selected entrant does not comply with these Contest Terms and Conditions, or cannot be contacted within two weeks of his/her selection, an alternative entrant will be selected from the remaining entries. The prizes must be accepted as awarded, are non-transferable and cannot be redeemed for cash. All federal, provincial and municipal taxes are the sole responsibility of the winner.

All staff prizes will follow CRA taxable benefit rules and will be considered additional remuneration (<http://www.cra-arc.gc.ca/tx/bsnss/tpcs/pyrll/bnfts/gfts/wrds/menu-eng.html>).

### Eligibility

This Contest is open to all current students and employees of Western University.

### How to Enter

Individuals who meet eligibility requirements may enter multiple photographs, provided each image is an original photo taken by the entrant. The photographer must hold copyright to all photos submitted to the contest. Eligible persons may enter by logging in to <https://studentservices.uwo.ca/secure/PhotoContest/> with their Western username and password to complete the required entry form and submit original entries by uploading photographs to their personal Photo Gallery.

### Liability

The Authorized Party is not responsible for any entries which are incomplete, lost, stolen, destroyed, delayed, or not transmitted due to technical failure, whatever the cause. The Authorized Party shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profit, goodwill, use, data or other intangible losses (even if the Authorized Party has been advised of the possibility of such damages), resulting from: (i) the participation, uploading or downloading of any materials related to this Contest; (ii) unauthorized access to or alteration of your transmissions or data; or (iii) any other matters relating to the Contest. The Authorized party reserves the right to change the terms, conditions and notices under which this Contest is offered.

The Contest follows the Personal Information Collection Notice established by The University of Western Ontario, available at <http://www.registrar.uwo.ca/Security.cfm#privacy>

### Conditions

By participating in this Contest, all entrants agree to be bound by these Terms and Conditions. The decisions of the Contest judges are final. The Authorized Party and the sponsors are not responsible for any typographical error in the printing, the offering or the administration of the Contest. The Authorized Party reserves the right to withdraw or terminate the Contest at any time without prior notice or to change the Terms and Conditions. Contest or correspondence will occur only with selected entrants. This Contest is subject to all federal, provincial and municipal laws and regulations.

***I have accepted the Terms and Conditions and authorize my submitted photo(s) as entry in the distinctivelyWESTERN Photo Contest.***

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Instagram handle: \_\_\_\_\_