

‘Space to Thrive’ Photographic Competition Competition Rules, Terms and Conditions.

The following competition rules (‘the Rules’) constitute the terms and conditions of this Space to Thrive, photography competition (‘the Competition’). By submitting an entry to the Competition, you are agreeing to be bound by the following Rules:

1. The Competition

The Competition is organised and solely run by Chelmsford City Council (‘the Council’) to select the best digital images for the Space to Thrive Photographic Competition (‘the Competition’). The topic and theme of the competition, and idea guidance, is provided on the Love Your Chelmsford (LYC) website.

- a) Images must be still life images only, in digital photographic medium.
Entries must be in jpeg format, with a file size no larger than 4MB.
Minimum requirements are provided on the LYC website.
- b) The Competition is only open to individuals who are resident in the Chelmsford City Council area, UK. Images should be taken within the Chelmsford boundaries, during the competition opening times, but no more than 1 year before the competition opening date.
- c) Without prejudice to any other terms and condition of these Rules, insofar as is permitted by law, the Council will not in any circumstances accept any liability for any loss or damage occurring as a result of taking up the Competition, or the competition prize, your statutory rights are not affected.
- d) All communication in regards to the Competition should be made via email to: Services.Parks@chelmsford.gov.uk

2. Entry into the Competition

- a) Entries must be received by the ‘Closing Date’ as noted on the LYC website.
- b) Entry into the competition is only accepted via the LYC website competition entry form.
- c) Entries will NOT be considered valid entries if received via e-mail, post, social media or any other means.
- d) The Competition is open to all ages, we ask that under 16s gain permission to enter from a parent, carer or guardian.

- e) The Competition is free to enter. Any expenses incurred in the process of entering the Competition will not be reimbursed.
- f) All entries submitted must be the original work of the individual submitting them. Entries must not be copied, must not contain any third-party materials and/or content that you do not have permission to use, or have any watermark or signature added. If the Council has reason to believe any entry is not entrant's own work or otherwise breaches this rule, the entry will NOT be considered.
- g) It is the responsibility of the Entrant to ensure that the relevant permissions have been obtained when photographing on private land.
- h) Images taken by use of drone will not be accepted according to the Council's 'Use of Drones and Model Aircraft' policy.
- i) Working closely at a habitation site, e.g. nest site of a bird or den of other animals (such as with a wideangle lens and/or with flash photography) is discouraged.
- j) If working with a protected species, the necessary permissions must be uploaded as a document under the same form as the image submitted, and provided to the Competition on request. What is deemed suitable permission will be determined by the Competition on a case by case basis.
- k) Images are NOT permitted to be entered into the Competition that:
 - a. have required the use of live bait;
 - b. feature captive or restrained animals, animal models, and/or any animal being exploited for profit.
 - c. when obtaining of an image may have resulted in destruction or undue disturbance or distress to wildlife, habitats, animals or people, or property;
 - d. in the opinion of the Council are; obscene, defamatory, offensive or in breach of any applicable legislation or regulations.
 - e. include identifiable images of a person when that person's permission has not been given. (See section 6 'Image Consent')
 - f. include images of a person under the age of 16, without prior consent of the individual's parent / guardian. (See section 6 'Image Consent')
- l) Any entry found not to comply with the rules (at any stage of the Competition, including after the announcement of the finalist / winners) may be disqualified from the Competition, no award will be issued, and the entrant may be

prohibited from future competitions, the decision of the Council on all matters relating to the Competition is final and binding.

- m) At any stage of the Competition, the Council may, acting in its sole discretion, amend the rules and/or waive a breach of the Rules.

3. Judging

- a) The Competition will appoint the judges of the Competition (the 'Judges').
- b) The Judges will judge the submissions to the Competition and will choose the finalists via a majority consensus. An overall winner/s, may then be decided on by a judges consensus, by the head judges, or via a public pole, depending on the competition being entered.
- c) This competition is not endorsed, sponsored, administered or associated with any other organisation outside of Chelmsford City Council.
- d) The Council may invite contribution / participation of external 'guest' judges. In the event of a tied vote between the judges', the responsibility of making a final decision will lay with the head judge from Chelmsford City Council.
- e) Individuals involved as judges, including 'guest' judges, of the competition, are not permitted to enter.

4. Claiming Prizes

- a) The prize is as described in the competition outline, there will be no alternatives.
- b) Finalists / Winners will be contacted via email, and will need to confirm acceptance of their win to claim any prize.
- c) Prize collection closes within 1 month of finalist/ winner's announcements. After this date, winners and runners-up will forfeit any claim to a prize.
- d) Judges' decisions are final, no correspondence will be entered into.
- e) Any winner under the age of 16 should have an adult present when any awarded prize is collected.
- f) All winners and runners up agree to treat any communication received from the Council as confidential and agree not to disclose any communication received until such date that an official announcement of the winners has been made by the Competition.

4. Publicity and Copyright

- a) Copyright of all entries remains with the entrant, but all entrants agree that the Council reserve the right (but shall be under no binding obligation) to use,

publish and republish all entrants display names, likeness, and relevant submission to the Competition, for the purpose of advertising, promoting, and/or publicising the Competition, and the city of Chelmsford, without any payment/ compensation.

- b) By entering this competition, the entrant grants permission to the Council to reproduce any submitted photos on its web sites, social media and printed material, in perpetuity, should they be selected to promote the competition and the city of Chelmsford.

6. Image Consent, of photographic subjects

- a) If an entrant submits a photo that includes close-ups of adult/s or child/children (those under 16 years of age) whose image is clearly identifiable they MUST get their/their parent/guardians' permission.
- b) Photo submissions containing images of individuals will not qualify unless image consent is given by the person (adult)/parent or guardian (of child) in image. The only time the entrant can give consent is if they are the person/parent of the child/ren in an image.
- c) By submitting an entry, you are confirming you have gained consent of any individual/s (for those over 16) / or parent/guardian (of those under 16) featured in the images, and that they are fully aware of the Rules of this competition, including in the use of that image.
- d) The Council holds a Council consent form for photos containing images of persons aged under 16 years (child) and another those aged over 16 years. Sometimes a photo may require both types of form to be completed.
- e) [The Councils image consent forms are available to download from the competition news and stories page](#). The consent form should be completed by the image subject / legal guardian of any subject. Completed forms should be uploaded at the same time as any submitted image to the competition form and can be uploaded under the image upload section of the entry form, along with the linked image.
- f) The entrant must have permission to share the name and email address, of the subject (adult) / parent or guardian (of children) with the Council. This information will be used only to clarify/seek photo consent, should the image be selected for publishing.
- g) If an entrant's image is to be shared, for the purposes of the competition, the entrant may be asked to provide a second stage of consent with any subject / subject's parent-guardian. The Council will contact entrants regarding this.

- h) Should the Council not be able to confirm appropriate consent of subjects within the judging window and prior to any announcement of winners, the Council reserves the right to disqualify the image from the competition.
- i) If the entrant has further questions surrounding consent for this competition, they can email Services.Parks@chelmsford.gov.uk

2. Data protection and privacy

- a) Your data will be processed in line with our [Data protection](#) statement. We manage all of the information we hold about you in line with the Data Protection Act and [our Privacy Policy](#).
- b) The Council will only use entrant's contact details to contact them about their Competition entry.
- c) Images may be published alongside the image 'title' and the given public display name provided on the entry form.
- d) The winners' name and entry to the competition will be used within Chelmsford City Council, to assist in the planned digital online media and printed communications to promote the competition and the city of Chelmsford.

3. Indemnity

- a) The entrant shall indemnify the Council against all cost and losses suffered by it, caused directly or indirectly by any breach of these rules.
- b) Proof of electronic submission to the Competition is not proof of receipt of such submission by the Competition.

4. Good Faith

- a) The Council and entrants to the Competition will participate in the competition in good faith at all times.