

Allard (“Allard Prize”) Photography Competition Terms and Conditions

These are the standard terms and conditions (the “Terms”) applicable to the Allard Photography Competition (the “Competition”).

1. Who May Enter. The Competition is only open to individuals who have reached the age of majority in their country of residence at the time of entry (“Entrants”). Members of the Allard Prize Photography Competition Jury, the Allard Prize Committee and the Allard Prize Advisory Board are not eligible to participate during their terms as Jury, Committee or Advisory Board members and for one year following the end of their terms.

2. How to Enter.

(a) To enter the Competition, Entrants must upload their photograph and complete the online submission form including:

- i) a brief description (up to 1200 characters) of the photograph, describing how the photograph reflects the themes of the Allard Prize of courage and leadership in combating corruption, especially through promoting transparency, accountability and the rule of law, or of human rights and/or anti-corruption generally; and
- ii) a brief biography of the Entrant.

The submission form is located on the Allard Prize Photography Competition page on the Allard Prize website, at <http://www.allardprize.org/photography-competition> (photographs, descriptions and biographies shall together be referred to as “Entries”).

(b) Photographs submitted are to be digital photographs, submitted at the highest resolution reasonably possible. Horizontal images should be at least 1180 pixels wide and vertical images should be at least 740 pixels tall. The photograph should have no borders and no white or black framing. The file name must contain the name of the photographer.

(c) By submitting an Entry, Entrants grant to the Allard Prize all rights in and to the Entries required for the purpose of the Competition. No Entries will be returned for any reason.

(d) Entries may be submitted at any time but, in order to be included in a particular cycle of the Competition, must be received during the period designated for entry in such cycle as set out on the Allard Prize Photography Competition page on the Allard Prize website. Entries may be declared invalid if they are illegible, incomplete or damaged.

(e) The Allard Prize is not responsible for lost, illegible, incomplete, damaged, or misdirected Entries, which may be disqualified, or for hardware, software, telephone or other technical malfunctions of any kind, lost or unavailable network connections, or failed, delayed, incomplete, inaccurate or garbled electronic communications, howsoever caused including, without limitation, by any of the equipment or programming associated with or utilized in the Competition, or by any human error that may occur in the processing of the Entries.

(f) No communication or correspondence will be exchanged with Entrants except with those selected as a potential prize winner.

3. Entries

(a) Photographs that violate or infringe upon another person's copyright are not eligible.

(b) Entrants may submit up to a maximum of four photographs in each cycle of the Competition. Submission of more than four photographs may result in all photographs submitted by the Entrant being declared ineligible.

(c) Entrants represent and warrant that:

- i. the individual(s), situation, context and location in and of the photograph are accurately represented in the Entry;
- ii. no individual was harmed in order to obtain the Entry;
- iii. recognizable individuals or groups are unlikely to risk reprisals, violence or rejection in their communities as a result of exposing their identity or personal story through the publication of their image;
- iv. when possible, permission to photograph was sought and received from all vulnerable recognizable subjects, such as children or disempowered individuals, depicted in an Entry; and
- v. no payment or other form of compensation was provided to subjects in exchange for their photograph or consent.

4. Prizes

(a) Up to six photographs may be selected as a winner in each cycle of the Competition. Each winning Entrant will receive (i) CA\$1,000, (ii) his/her winning photograph featured on the website, (iii) inclusion of his/her name and a brief description of the photograph on the Allard Prize website, and (iv) inclusion of the photograph in the website's archive as a past winner.

(b) The winning Entrant(s) will be contacted by the Allard Prize with instructions on how to claim the prize.

(c) Prizes must be accepted as awarded and cannot be transferred, assigned, or substituted. The Allard Prize reserves the right in its sole discretion to modify a portion of the prize if it cannot be awarded for any reason.

(d) The Allard Prize shall not assume any liability for lost or misdirected prizes.

5. Selection of Winner

(a) The winning Entry(ies) in each cycle of the Competition will be selected by the Allard Prize Photography Competition Jury (the "Jury") from all eligible Entries received during the period designated for entry in such cycle as set out on the Allard Prize Photography Competition page on the Allard Prize website, and the winning Entrants will be notified by email. The current make-up of the Jury is available on the Allard Prize website.

(b) The Jury reserves the right, in its sole discretion, not to select a winner in any cycle of the Competition and assumes no responsibility in the event that any cycle of the Competition cannot be conducted as planned for any reason including, without limitation, those beyond the control of the Jury, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or technical failures.

(c) All decisions of the Jury are final and binding.

(d) In the event a winning Entrant declines a prize, the Jury may, in its discretion, select an alternate winner.

6. License

By entering this Competition, each of the Entrants agrees that if he or she is one of the winners, he or she:

(a) represents and warrants to the Allard Prize that he or she owns the photograph(s) and other works forming part of his or her Entry, and has the right to enter into this Agreement and to grant to the Allard Prize the licenses and other rights contemplated herein;

(b) shall and does hereby grant to the Allard Prize a perpetual, assignable, non-exclusive, irrevocable, worldwide, royalty-free license to use the photograph(s) and other works forming part of his or her Entry for non-commercial purposes on the Allard Prize website and in printed and other materials relating to the Allard Prize and, in that regard and without limitation, to scan, copy, modify and create derivative works of such works.

The license granted to the Allard Prize in section 6(b) only applies to the photograph(s) included in winning Entries and is not an assignment of ownership. All Entrants will continue to own the photograph(s) submitted and any works forming part of his or her Entries.

7. Limitation of Liability

(a) By entering this Competition, all Entrants agree to and do hereby release, discharge, and hold harmless the Allard Prize and their partners, affiliates, subsidiaries, agents, employees, officers, directors and representatives, from any claims, losses and damages whatsoever arising out of his or her participation in this Competition or any Competition-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

(b) The Allard Prize assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Entries or Entry forms; or alteration of Entries or Entry forms. The Allard Prize is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email Entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to Entrants' or any other persons' computers related to or resulting from participation in, or uploading or downloading of any materials related to, this Competition.

(c) The Allard Prize website utilizes Google Translate, which may not be exact or may include incorrect translations. The Allard Prize's use of Google Translate should not be interpreted as an approval or endorsement of the program or the results generated from it. As such, the Allard Prize disclaims and will not accept liability for losses of any kind caused by use of the Google Translate feature.

8. Privacy / Personal Information

By submitting an Entry in the Competition, each Entrant grants the Allard Prize the right to use his or her name, mailing address, telephone number, and email address (“Personal Information”) for the purpose of administering the Competition, including but not limited to contacting and announcing the winner(s) and for publicity or promotional purposes relating to the Competition.

9. Right to Cancel or Suspend the Competition

The Allard Prize reserves the right, in its sole discretion, to terminate the Competition, in whole or in part, and or modify, amend or suspend the Competition or these Terms in any way, at any time, for any reason without prior notice.

By entering the Competition, Entrants agree to be bound by these Terms. This Agreement shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.

Winners’ names will be available online at <http://www.allardprize.org/photography-competition/>.