



Global Durham Photo Competition - Terms and Conditions -

Terms and Conditions applicable to entries into Durham University in the Global Durham photo competition run and administered by the Durham University (the "University");

- 1. The Competition shall commence in December 2023 and shall conclude at 12:00 (noon) on 7 February 2024 with the announcement of the winning entries at the Durham Global Awards;
- 2. During the Competition, entrants are invited to enter the competition by submitting their own photo(s) in a single entry via an online form on the <u>Global Opportunities competitions pages</u> by 12:00 7 February 2024.
- 3. All photos which are correctly posted, and are submitted fully in compliance with these terms and conditions shall be considered to be entered into the Competition for judging;
- 4. Students from the School of Modern Languages & Cultures must ensure that photos entered into this competition are different to any that they enter into the MLaC Year Abroad photo contest.
- 5. All entries for the Competition must be submitted by 12:00 (noon) on 7 February 2024. Entries submitted after this date shall not be considered:
- 6. The University shall consider all properly submitted entries to the Competition and shall compile a website with a list of entries;
- 7. The University shall announce the Competition's winning entries via Durham Global Awards with some entries being published on the University's Global Opportunities pages.
- 10. The prize awarded to the winning entries for each category shall be Amazon vouchers to the value of £50 for the winner and £25 for the runner up.
- 11. The Competition is open students of the University;
- 12. All entrants who submit a photo into the Competition shall be deemed to have accepted these Terms and Conditions;
- 13. No purchase is necessary. If you have any questions about how to enter or in connection with the Competition, please e-mail the exchanges.studyabroad@durham.ac.uk.
- 14. Entries on behalf of another person will not be accepted;
- 15. The University accepts no responsibility for entries that are lost, delayed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason. Proof of delivery or submission of the entry is not proof of receipt of the entry by the University;
- 16. Entries received outside the duration of the Competition as detailed herein, will not be considered.
- 17. The University accepts no responsibility for any costs which may be associated with the prize and not specifically included in the prize;





programme to study and work abroad

- 18. The competition entries will be judged using the following categories.
 - 1. 'International in the UK' and 'Global Durham (abroad)' will be open to an online student vote that opens after the submission deadline, with a deadline prior to the Global Durham Awards. To vote, students must give a rank three photos in each category. Their first choice will receive 3 points, their second choice will receive 2 points and their third choice will receive 1 point. After the scoring deadline all points will be counted, with the photo receiving with the highest number of points winning.
 - 2. All photos will also automatically be entered into a 'Panel's Choice' competition. These will be judged by a panel, composed of Durham staff. This panel will make an award based on the following criteria: artistic expression; creativity and originality; quality of image; international content; and emotion and impact.
- 19. If a winner does not respond to the University within fourteen (14) days of being notified they are the winner of the prize by the University email, then the winner's prize may be forfeited and the University (at its discretion) shall be entitled to select another winner in accordance with the process described above. A winner may choose to accept or reject the prize. In the event that the winner chooses to reject the prize, a different winner maybe chosen;
- 20. An entry shall be declared invalid where it is submitted in breach of these Terms and Conditions, or an entrant is found to have breached these terms and conditions. Where such entrant is the winner, the winner's prize will be forfeited and the University shall be entitled to select another winner;
- 21. The prize winner will be notified that they have won and the prize emailed to their Durham email address.
- 22. The prize is non-exchangeable, non-transferable, and is not redeemable for cash;
- 23. The University retains the right to substitute the prize with another prize of similar value in the event the original prize offered is not available;
- 24. An entry shall be declared invalid where it is submitted in breach of these Terms and Conditions, or an entrant is found to have breached these terms and conditions;
- 25. By entering a video into this Competition you acknowledge and agree that the University reserves the right to make such video available and freely accessible on its website and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. Entrants agree to grant Durham University a non-exclusive, worldwide, irrevocable copyright for the competition entry and any accompanying video materials (in full or parts of it), to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the video entry and any accompanying materials for such purposes.
- 26. All entrants shall ensure that entries:
 - 1. do not feature any image(s) of any individual(s) or third parties from whom all necessary permissions to use such images in such way have not been properly obtained in advance in writing; or copy or feature the Intellectual Property of any individual(s) or third parties from whom all necessary licences or permissions to use such Intellectual Property in such way have not been properly obtained in advance in writing;





- 2. do not copy or feature the Intellectual Property of any individual(s) or third party from whom a licence or other permission have not been obtained in advance unless you have made all reasonable enquiries and established with certainty that copyright to such content has expired prior to the date such content is added to the Website;
- 3. are not in any way defamatory, abusive, discriminatory, threatening, harassing, harmful to children, obscene, offensive, or which applauds, encourages or entices abuse, discrimination or hate;
- 4. does not compromise or invade the privacy or security of anyone other than yourself; and that you have secured the consent of any person (and, in the case of a child, of those persons who have parental responsibility for such child);
- 5. does not encourage criminal conduct or which may give rise to civil liability, or which is otherwise unlawful; and
- 6. contains no advertisement nor makes commercial solicitations.
- 27. Any personal data relating to the winners or any other entrants will be processed in accordance with current data protection legislation and the data protection policy available at https://www.dur.ac.uk/ig/policies/dppolicy/.
- 28. The University accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the Competition or accepting the prize. The University further disclaims liability for any injury or damage to your or any other person's computer relating to or resulting from participation in or downloading any materials in connection with the Competition. Nothing in these Terms and Conditions shall exclude the liability of the University for death, personal injury, fraud or fraudulent misrepresentation as a result of its negligence;
- 29. The University reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Competition with or without prior notice due to reasons outside its control (including, without limitation, in the case of anticipated, suspected or actual fraud). The decision of the University in all matters under its control is final and binding and no correspondence will be entered into;
- 30. The University shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure;
- 31. These terms and conditions will be governed by English law and entrants to the Competition submit to the exclusive jurisdiction of the English courts.