

Capturing Canterbury Photography Competition

Terms and conditions

These terms and conditions govern the BMI Healthcare (BMI The Chaucer Hospital) Photographic Competition 2017. The competition organisers are BMI Healthcare. By accepting the Terms & Conditions of the competition and subsequently submitting your images, you have entered into an agreement with BMI Healthcare.

The organisers reserve the right to modify these terms and conditions without notice.

Competition entry

By entering the competition, you agree to the provisions of these terms and conditions and to comply fully with them.

The competition is open to anyone except those directly involved with the competition and judging (including their families and relatives).

If you are under the age of 16 you must have permission to enter from your parent or guardian. By submitting an entry for the competition, your parent/carer/guardian is deemed to have given such consent and to agree to the use of the entry as described in these terms and conditions.

The competition opens on Wednesday 1st February 2017 and the closing date for submissions is 5pm on Friday 31st March 2017. All submissions received after this time will not be eligible. Please note that sending is not proof of receipt.

The Organisers cannot be held responsible for emails that do not arrive due to the entrant's email security settings or restrictions placed by their Internet service provider.

Your entry must be submitted by email to chaucerphotos@bmihealthcare.co.uk. No other forms of entry will be accepted.

By submitting images to BMI Healthcare (The Chaucer Hospital) Photography Competition, each entrant confirms and warrants that:

- they are the sole author of each entry and that it is their original work;
- they own the copyright and any other intellectual property rights of each image;
- they have the permission of anyone pictured in the image (or, where the image shows any persons under 18, the consent of their parent/guardian) for the usage rights required by BMI Healthcare against any claims made by any third parties in respect of such infringement;
- they have not licensed or disposed of any rights in the image that would conflict with uses to be made by BMI Healthcare; and
- they have received any necessary permissions from the owner(s) of objects including buildings included in submitted images for the usage rights required by BMI Healthcare and will indemnify BMI Healthcare against any claims made by any third parties in respect of such infringement.

What to enter

Photographs must be a minimum 1MB – maximum 5MB file. Please ensure images are sent as you wish them to be displayed.

New submissions will be checked regularly.

Entries must not have been a ‘winner’ in any other photographic competition.

Photos need to be taken in Kent, specifically within Canterbury and focus on a local landmark or landscape. Details of the location of the photo may be requested by BMI Healthcare.

A maximum of three entries may be entered per applicant.

BMI Healthcare reserves the right to remove or refuse any entries from the competition for any reason.

Judging

A panel of Judges will select images based upon technical skill, diversity, originality and creativity of composition. Judging will be anonymous. Judges will assess entries to establish category winners and commended photographers, and collectively agree the overall competition winner. The organisers will select judges from a wide interest pool to ensure objectivity is maintained.

Digital adjustments are acceptable; however the way in which any digital enhancement or editing has been used will be taken into account when judging the entry. Cropping is allowed.

The decision of the organisers is final and no correspondence will be entered into concerning the competition’s judging and organisation.

Announcement of winners

Judging will take place from Monday 3rd April 2017

Judges will choose three winners.

- First Prize - £250, second prize - £100 and third prize - £50.

All winning images will be displayed within the main reception area at BMI The Chaucer hospital. Additionally, other entries will be displayed within the hospital.

The winners will be contacted by phone or email from 10th April 2017.

Usage Rights

By entering the competition, you grant BMI Healthcare a non-exclusive, irrevocable licence to reproduce, enlarge, publish or exhibit, on any media, the images for any purpose to further its aims and objectives. More specifically to use

- At a presentation event
- On BMI Healthcare website



- Within BMI Healthcare hospital sites
- On the Kent Messenger and other publications websites and social media platforms

BMI Healthcare will make every reasonable effort to ensure that name credits are given to any photograph published in any medium.

Data Protection

We will keep your details on our secure database. We value your support and do not pass on information about you to any group or individual outside of BMI Healthcare.

Indemnity and Limitation of Liability

To the maximum extent permitted by law, BMI Healthcare excludes its liability for any loss, damage, injury, cost or expense suffered by you, whether directly or indirectly and howsoever caused, in connection with the competition and use of any prize. Nothing in these terms and conditions shall exclude BMI Healthcare's liability for death or personal injury arising from BMI Healthcare's own negligence or any other liability that cannot, as a matter of law, be excluded.

You agree to indemnify BMI Healthcare and is indemnified against any loss, damage, injury, cost or expense suffered by BMI Healthcare as a result of your entry in the competition, including (but not limited to) any claim of infringement of intellectual property rights made by any third party.

General

The information given in these Terms & Conditions is correct, but BMI Healthcare reserves the right to change any of it without prior notice. By entering the competition, entrants will be deemed to have agreed to be bound by these Terms & Conditions. Any breach of these Terms by an entrant will void their entry. If a breach has occurred, but is discovered after the award of a prize, then the organisers may require the return of that prize.

You agree that if you are a winning photographer you will take part in and cooperate fully with reasonable publicity and to the use of your name and photograph in such publicity, for example attendance at a prize giving event.

These Terms and Conditions shall be governed and construed in accordance with English Law and will be subject to the exclusive jurisdiction of the English courts.