Fótó na nÓg 2022 COMPETITION TERMS & CONDITIONS

Fótó na nÓg Young Photographers Awards is a project run by Gallery of Photography Ireland in partnership with Creative Ireland, Dublin City Council Arts Office and Cruinniú na nÓg.

- 1. Entry is open to young people aged between 13 and 18 years old (inclusive). Photographs taken on a phone or a camera (digital or analogue) are all acceptable.
- 2. The competition is open from Monday May 9th 2022 until midnight on June 1st 2022
- 3. To enter the competition, upload your image/s via the link at www.galleryofphotography.ie/fotonanog
- 4. Entry to the Awards shall be deemed full and unconditional acceptance of the terms & conditions. Gallery of Photography Ireland is excluded from liability for any loss, damage or injury which might occur to the winners arising from their acceptance of the prize.

4.1 We require that all entrants be respectful of each other and the wider community. Entries should not involve nudity; harassment; depict violence or put any individual in danger; damage the environment; or infringe on the rights of any other person. We reserve the right to reject any entry we deem inappropriate.

4.2 If you are under 16, you are required to have Your parent's or guardian's consent to participate in the Competition.

4.3 If the Gallery of Photography Ireland does not receive a valid signed parental or legal guardian consent form for any winner under the age of 16 within 3 clear days of the Entrant being declared a winner (excluding the day on which such declaration is made by the Gallery of Photography Ireland) the Gallery of Photography Ireland will be entitled to select an alternative winner from among the Entrants.

- 5. The Judges' decision is final and binding in all matters and no correspondence will be entered into.
- 6. By entering the competition and submitting your photograph/s you agree that Gallery of Photography Ireland and its partners can use your photograph for the purpose of delivering the service and promoting the competition. Any photograph used by the Gallery of Photography Ireland shall carry a credit line. Any failure to include such a credit line shall not be deemed to be a breach, as long as the Gallery of Photography Ireland uses its reasonable endeavors to rectify such failure within a reasonable period from the date of notice of such failure.
- 7. All imagery must be the exclusive work of the submitting photographer and may not include any element that is the copyright of another. The entrant will indemnify Gallery of Photography Ireland for all liabilities, including legal costs, in relation to any action or complaint taken by any third party against the Gallery of Photography Ireland in relation to the Entry.

7.1 The Gallery of Photography Ireland reserves the right to disqualify any entry that does not comply with the following requirements. You warrant and represent, in respect of each entry submitted by You ("Entry"), as follows:

7.1.1 You are the sole owner and author of each Entry.

7.1.2 You have the right to make Your Entry available to the Competition.

7.1.3 Each Entry does not contain any infringing, threatening, false, misleading, abusive, harassing, libelous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic or profane content. No animals were harmed in the making of the image.

7.1.4 Each Entry does not contain any material that could constitute or encourage conduct which would be considered a criminal offence, give rise to civil liability, or otherwise violate any law.

7.1.5 Each Entry does not infringe upon the copyrights, trademarks, contract rights, or any other intellectual property rights of any third person or entity, or violate any person's rights of privacy

7.2 You agree to fully indemnify the Gallery of Photography Ireland, Creative Ireland and Cruinniú na nÓg in respect of all royalties, fees and any other monies owing to any person by reason of Your breaching any of the foregoing.

7.3 You confirm that any identifiable person/s depicted in the Entry has granted permission to be portrayed as shown.

8. The Gallery of Photography Ireland recognises that You, the author of the image, retain full ownership of the copyright in each Entry.

8.1 All Entrants understand that any image submitted to the competition may be used by the Gallery of Photography Ireland, and its Event Partners, for marketing and promotional purposes of You the author and the event only, for a maximum of three (3) years after the Awards Event in June 2022. You hereby grant the Gallery of Photography Ireland and its Event Partners a non-exclusive, irrevocable licence in each Entry for three (3) years in all media for any use connected to the promotion of the Young Photographer Awards programme, including, but not limited to:

(a) Judging the Competition

(b) Public display of the winning entries and runners up organised by the Gallery of Photography Ireland

(c) Inclusion within the Website, a Gallery of Photography Ireland e-zine, publication or similar

(d) Inclusion within any materials promoting the Competition and/or the Gallery of Photography Ireland.

(e) Inclusion on Competition and exhibition-related products to be sold by the Gallery of Photography Ireland or any third party following the individual agreement by the author

(f) Sub-licensing the Entries to the press for reproduction in connection with the Competition and any exhibition of competition entries

(g) Allowing viewers of the Website and/or Gallery of Photography Ireland Young Photographer Award Application to view images on a computer screen or mobile device and store such pages in electronic form or on a mobile device (but not on any server or other storage device connected to a network) for their personal, non-commercial use only. Please also refer to clause 9.

(h) Incorporation by the Gallery of Photography Ireland and Cruinniú na nÓg Young Photographer Awards Event Partners in Creative Ireland Applications on Event Partner devices for a period of three (3) years after the applicable Award Event date. Notwithstanding the foregoing, You hereby acknowledge and agree if Your image is included in such Gallery of Photography Ireland and Cruinniú na nÓg Young Photographer Awards Applications Your image will remain perpetually in the device royalty free.

8.2 All Entrants understand that the image information, including image name and description, may be shared with Event partners and media. For the avoidance of doubt the "image information" does not include any personal information of You the author.

9. The Gallery of Photography Ireland assumes no responsibility for any incorrect, inaccurate or incomplete information, whether caused by website users or by any of the equipment or programming associated with or utilised in the Young Photographer Competition, and the Gallery of Photography Ireland assumes no responsibility for technical, hardware or software failure of any kind with regard to the Young Photographer Competition. Gallery of Photography Ireland assumes no responsibility for any error, omission, corruption, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of Entries. Gallery of Photography Ireland is not responsible for any problems or technical malfunction of any communications network or lines, computer on-line systems, servers, computer equipment, software, failure of any e-mail addressed to the Gallery of Photography Ireland on account of technical problems, human error or traffic congestion on the internet or any website, or any combination thereof, including any injury or damage to Your or any other person's computer

related to or resulting from participation or uploading any materials to the Young Photographer Competition. If for any reason a contestant's entry cannot be viewed or is not capable of running as planned, including infection by computer viruses, bugs, tampering, unauthorised intervention, fraud or technical failures, Gallery of Photography Ireland assumes no responsibility.

- 10. In no event will the Gallery of Photography Ireland, its affiliates and related companies, Event Partners, its advertising or promotion agencies, or its officers, directors, employees, representatives or agents be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential, special or punitive damages arising out of any Entrant's access to and use of the Website. Without limiting the generality of the foregoing, everything on the Website is provided "as is" without warranty of any kind, either expressed or implied, including but not limited to, fitness for purpose or use or non-infringement.
- 11. You agree to participate in related publicity and to the use of Your name and likeness for the purposes of advertising, promotion and publicity without additional compensation.
- 12. All Entrants must be able to supply an image file of a size suitable for printing in media and an exhibition should the image be required.
- 13. Winners will be announced online.
- 14. Should the Young Photographer Awards event and/or any Winner's Exhibition fail to take place, or be rescheduled, due to Coronavirus or additional factors outside of the Gallery of Photography Ireland's control there are no cash alternatives available for prize winners. In no event will the Gallery of Photography Ireland, its parents, affiliates, subsidiaries and related companies, Event Partners, its advertising or promotion agencies, or its officers, directors, employees, representatives or agents be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential, special or punitive damages arising out of any cancellation or rescheduled Young Photographer Awards event or winners' exhibition.