

# Terms and Conditions IMS Photo Contest 2017

## Entries

1. Eligible for the IMS Photo Contest are professional and amateur photographers starting from the age of 14 (born before or on the 31<sup>st</sup> of August 2003). Excluded are jury members, members of the Eventus organizational committee, the SALEM-Frucht GmbH & Co. KG, sponsors and partners.
2. Photographers under the age of 18 must provide a written release form (at least with the contents shown below), signed by the parent or legal guardian of the minor.
3. Entries must be submitted by 31<sup>st</sup> August 2017, 11:59pm GMT+1.
4. Even though submitting a picture automatically implies the consent of the participant with the Terms and Conditions of the IMS Photo Contest, it must be confirmed before submitting the pictures that the terms have been read and accepted.
5. Images containing explicit nudity or vulgarity, violating public policy or accepted principles of morality will be automatically excluded from the contest.

## Submission

6. Each photo must be submitted to one of the categories.
7. Participation is exclusively possible online, solely through the website of the IMS Photo Contest. Pictures sent via email or other online tools cannot participate and will be deleted immediately. Prints will neither be accepted.
8. The pictures may have been published or submitted to another contest before.
9. The Photo Contest participant must be owner of all copyrights of the uploaded picture. The Photo Contest participant especially represents and warrants that: (i) he is the photographer of the image submitted (ii) he owns the image(s) submitted or otherwise have the right to grant the rights and licenses set forth in these Terms and conditions; (iii) the submission and use of the image(s) does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iv) the Photo Contest participant agrees to pay for all royalties, fees, and any other monies owed by reason of infringement of the image(s) submitted; and (v) the Photo Contest participant has the legal right and capacity to enter into these terms in his jurisdiction The Salem-Frucht GmbH & Co. KG, the Eventus organizational committee and its partners are not responsible for any lack of those rights.
10. Photographers which use a drone to capture pictures, have to be aware of the countries airspace regulations in which the photo is made. The Salem-Frucht GmbH & Co. KG, the Eventus organization committee and its partners are not responsible for any violations of this kind.
11. Format of submitted pictures is JPEG.
12. The file needs to have at least 5 megapixels and should not be bigger than 10 MB.
13. It is allowed to use digital post processing to optimize a photo but jurors have the discretion to reject any entry which has been manipulated too much. Finalists must submit the RAW or original camera files by request.
14. Photos taken by mobile devices will only be accepted in the category Mountain Mobile. These images need to be submitted in its original formats without adaptations.

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15. Before submitting photos to the contest one has to register at the website [www.imsphotocontest.com](http://www.imsphotocontest.com), which is also the place for the submission of photos.
16. Each submission consists of an entry form, a single photograph and an administration fee. The fee is € 10 for the first photo, € 16 for two photos, € 21 for three photos, € 24 for four photos, € 25 for five photos plus € 5 per photo for the any photo on top. This discount will be charged per order.
17. Preferred payment method is PayPal, an online payment service which is a fast, easy and secure way to pay via credit card or bank transfer in more than 200 countries. The registration is free. Payments can also be made directly via bank transfer. The bill will be addressed to individuals.
18. There is no limit to the number of entries per person. Once you got registered you may use your account to upload more images.
19. Once a photo has been submitted, it is not possible to replace it by another photo or change the category for the competition.
20. The photo upload is exclusively reserved for individuals. The upload form cannot contain neither pseudonyms, nor companies, nor agencies (except usernames). If this is the case the uploaded pictures will be cancelled immediately.

### Jury Rules and Prize Ceremony

21. Entries will be evaluated by a nominated Jury of photographers and editors. Sponsors are not included on the Jury Panel.
22. The judging is anonymous.
23. The juror will assess the images for visual impact, composition, originality, technique, creativity, the ability to communicate a message, a feeling or an emotion.
24. Entries with the highest final score within each category will be declared as category's winner.
25. The judges will also vote an overall winner from all entries. The image with the greatest number of votes will become the Mountain Photo of the Year.
26. The decisions of the jury are binding.
27. The winner of each photo category plus the overall winner will be invited to the award ceremony during the International Mountain Summit. The Eventus organization committee and its partners will cover the costs for two nights in a hotel in Bressanone, Italy for two persons. A reasonable amount of travelling expenses is included in the prize money.
28. Prizes are not transferable, not enforceable and legal action is ruled out.
29. Awards must be collected in person by the winner at the award ceremony in Bressanone, Italy or by a person representing her or him.

### Miscellaneous

30. TheSalem-Frucht GmbH & Co. KG, located in Salem, Germany, is the initiator and rights owner of the "IMS Photo Contest 2017". It is the direct responsible for all legal and administrative aspects linked to the IMS Photo Contest.

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31. The initiator, organizer, promoter and all subjects involved into the organization of the "IMS Photo Contest 2017" decline any responsibility for the following incidents: technical problems; general errors; erroneous deletion of data; missed functioning of communication devices, websites during upload and transmission of the pictures etc.; any problem deriving from missing data or information supplied by the participants; any injury, damage or harm to persons or things that can be caused in total or by part by the participation at the contest or related to the receipt of prizes; non authorized use of the participants pictures.
32. Applicable law, place of jurisdiction and place of performance is Salem, it applies German law.

### Copyrights

33. The copyright remains totally at the author of the picture. Uploading the picture, the participant declares to be the sole owner of the copyright and takes full responsibility to have cleared all possible copyright infringements to third parties in advance of his participation at the IMS Photo Contest 2017.
34. All persons displayed on any of the pictures must have given their consent that the picture can be publicized / submitted. This consent must be gathered by the author of the picture. Noncompliance leads automatically to exclusion from the contest.
35. The copyright will, at all times, be respected by the Organizer and retained by the photographer. Obviously, this use comprehends the citation of the photographer's name. The Salem-Frucht GmbH & Co. KG, the Eventus organizational committee, its sponsors and its partners are allowed to reserve the right to freely reproduce submitted images in all media, but only in connection with the IMS Photo Contest, related products, media and marketing campaigns. This grant of rights includes in particular the right to publish, copy, edit and distribute the images, transfer the images wireless or wired and publicly display and exhibit the images especially on the Internet. Foregoing grant of rights shall in particular enable the execution of the IMS Photo Contest, the utilization of the images in advertising, the presentation of the images in exhibitions, the reproduction of the images in print media (including publications by third parties in press reports) or similar publications like illustrated books and calendars.
36. A selection of pictures will be exhibited on the occasion of special public exhibitions related to the IMS Photo Contest and its products.

### Privacy Legal Information

37. Personal data entered by the participant in the online form will be collected and processed electronically. These data are used to contact the winners of the jury vote, to identify the authors of the corresponding pictures, for all communications related to and for the contest and the International Mountain Summit.