

RSPB Inspiring Nature Calendar 2020

Photo competition general rules

By submitting an entry, you agree to be legally bound by the Rules and Terms and Conditions of the competition.

- The competition is open to UK residents only (including residents of the Channel Islands and the Isle of Man) except any employee of the RSPB excluding volunteers
- Entrants under the age of 18 years need to have parent or guardian consent to enter. Parents/guardians agree to the competition rules, terms and conditions as set out herein on behalf of the entrant.

The competition is free to enter and no purchase is necessary.

- Photographs entered must be taken in the UK, Channel Islands or the Isle of Man.
- Photographs of domestic animals (i.e. pets or farm animals), zoo animals and cultivated plants are not eligible.
- Images of British Wildlife in captivity are also not eligible.
- Entrants can submit up to four photos in total in colour or black and white.
- Entrants must include their name, address and contact telephone number (daytime). When emailing the image please save the file using your full name.
- Entries should be emailed to calendar.competition@rspb.org.uk
- The competition closes at midnight on Thursday 15th November 2018. Entries received after this date and time will not be considered. Any entry that is late, incomplete or inappropriate will be deemed invalid at the discretion of the RSPB.
- The RSPB accepts no responsibility for any technical failure, malfunction or of any other kind, which may result in any entry being lost, corrupted, not properly recorded or delayed.
- The RSPB accepts no responsibility for entries which are lost or corrupted during upload.
- The judges shall assess the entries and twelve winners will be selected to be included in the calendar and three top prizes will be awarded to the top three entries. The judges' decisions shall be final. Unsuccessful entrants will not be contacted and no feedback on any entry will be provided.
- Winners will be required to submit their original high resolution digital files. These files should be of sufficient quality to reproduce to the following specifications: At 300dpi, landscape - 3800 x 2000 pixels, portrait – 2200 x 3600 pixels

- Pictures must not have been published in any other calendar or similar publication.
- This competition is open to amateur photographers only. For the purposes of this competition, a professional photographer will be considered to be someone who makes more than half their annual income from the sale of their photographs.
- No wildlife habitats should be harmed or unduly disturbed in the process of taking photographs. Further guidance is available at <http://www.rps.org/adminuploads/external/images/nature@rps.org/Nature%20Photographers%20Code%20of%20Practice.pdf>
- The RSPB and its judges reserve the right to exclude any image they believe may have been excessively treated so as to alter its authenticity.
- Full copyright title shall be retained by the author of any entry. By submitting any entry to the RSPB (including any text, photographs, graphics, video or audio), you agree to grant the RSPB and RSPB Sales Limited a perpetual, royalty-free, non-exclusive, sub-licensable right and worldwide license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and exercise all publicity rights with respect to your entry, and/or to incorporate your entry in other works, in any media now known or later developed for the full term of any rights that may exist in your entry, and in accordance with privacy restrictions set out in the RSPB's Privacy Policy.

By submitting an entry, you agree to waive any moral rights contained in your entry. Any entry you provide shall be non-confidential.

- By submitting an entry, you agree the RSPB may use the material for any purpose and in any way it chooses, including, but not limited to, marketing, publicity, advertising and presentations.
- Any contribution must be your own original work, it must not infringe the rights of third parties including copyright, trade mark, trade secrets, privacy, publicity, personal or proprietary rights;
- If your contribution features other people who are recognisable, you are responsible for ensuring that you have their permission for the contribution to be treated according to the uses set out above. Contributions featuring children under 18 can only be accepted if you are the parent or guardian; by accepting these terms and conditions you warrant that you are the parent or guardian and that you grant permission for the contribution to be treated according to the uses set out above.

Terms and conditions

- The Twelve successful entrants will have their image featured in the 2020 Inspiring Nature calendar and will receive a copy within 30 days of product launch. They will receive a notification by email within 30 days of the closing date. They must respond within 7 days from the notification from the RSPB that they have been selected with the information requested. If they have not responded within 7 days, with this information, they will forfeit their prize and another winner will be selected from other entrants.

The top three winners shall receive one of the prizes below (depending on their place):

- **First place prize: Swarovski CL Companion 8x30 worth £930 or**
- **Second place prize: Swarovski CL Pocket 10x25 worth £630 or**
- **Third place prize: Swarovski CL Pocket 8x25 worth £580**
- The top three winners will be notified by email within 30 days of the closing date. Winners must respond to the notification, with the information requested, within 7 days or they will forfeit their prize and a replacement winner will be selected from other entrants. The prize will be sent to the winner within 30 days of this response.
- The results, winner's names and county will be published on the RSPB website. Selected photos will be featured in the RSPB Inspiring Nature Calendar 2020.
- The prize is non-exchangeable, non-transferable and no cash alternative is offered.
- The prize is provided by Swarovski Optik and may be subject to further terms and conditions imposed by Swarovski Optik. The RSPB reserves the right to replace the prize with an alternative prize of equal or higher value if necessary.
- The winner's names will be published on the RSPB Twitter (@Natures_Voice), RSPB Facebook (@RSPBLoveNature) and RSPB Instagram (@rspb_love_nature) pages.
- The RSPB reserves the right to refuse entry or to refuse to award the prize to anyone in breach of the Rules or the Terms and Conditions or the spirit of the Rules or the Terms and Conditions.
- The RSPB may retain your contribution and may choose to display your entry on a website. The RSPB may also publish your contribution in other media; where possible we will approach you directly to confirm your permission for publication. The RSPB reserves the right to remove contributions that it considers to be contrary to the spirit of the terms and conditions of submission, including submissions it considers to be objectionable or that violate copyright. The RSPB reserves the right to edit and alter submissions.
- Publication of your contribution will be at the RSPB's sole discretion;
- The RSPB reserves the right to edit, adapt, move or delete any contribution accepted. We will try to credit authors where possible, but may not always do so;
- Save as expressly provided for in these terms neither the RSPB nor its trading subsidiary(ies) shall be liable for any direct, indirect or consequential loss or damage or for any costs, claims or demands of any nature whatsoever arising directly or indirectly out of the use of your contribution or any part thereof;
- From time to time, the RSPB may run competitions, free prize draws and promotions in connection with its conservation work. In each case these will be subject to additional competition terms which will be made available at the appropriate time.

- Insofar as is permitted by law, the RSPB (including its subsidiaries, agents or distributors) will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize, except where it is caused by the negligence of the RSPB, its subsidiaries, agents or distributors or that of their employees. Your statutory rights are not affected.
- You agree to indemnify the RSPB (and its subsidiaries) against any claim from any third party for any breach of the Rules or these Terms and Conditions.
- The Rules and Terms and Conditions constitute the entire agreement between you and the RSPB concerning your contribution to “RSPB Inspiring Nature Calendar 2020”. The RSPB reserves the right to update these Terms and Conditions from time to time and any updated version will be effective as soon as it is published on the Website.
- The RSPB takes your privacy very seriously; we will only use your personal information in accordance with the terms of these Terms and Conditions and the RSPB’s Privacy Policy. By submitting an entry, you confirm that you have read and agree to the terms of our Privacy Policy (<https://www.rspb.org.uk/help/privacy.aspx>).

Any personal data submitted will be held securely and in accordance with all applicable Data Protection Law. Personal data supplied may be passed on to third party suppliers only insofar as required for fulfilment/delivery/arrangement of the prize.

- This competition is governed by English law and English Courts have exclusive jurisdiction.
- The winner may be required to participate in publicity related to the competition which may include the publication of their name and photograph in any media. You agree that your personal data may be used for this purpose.
- For the avoidance of doubt, by submitting your entry you warrant that all persons featured in your entry have given you their express consent for their image, voice or other details to be used and, in the case of vulnerable adults that you have obtained express consent from their parent(s) or legal guardian(s).
- The RSPB is the country’s largest nature conservation charity, inspiring everyone to give nature a home. Together with our partners, we protect threatened birds and wildlife so our towns, coast and countryside will teem with life once again. We play a leading role in BirdLife International, a worldwide partnership of nature conservation organisations.

The Royal Society for the Protection of Birds (RSPB) is a registered charity: England and Wales no. 207076, Scotland no. SC037654