

The Photography and Video Show (TPS) 2024 Competition Terms and Conditions

This competition is in no way sponsored, endorsed, administered by, or associated with Meta - Facebook. Participants provide a complete release of LinkedIn and Instagram in relation to this Competition.

1. PROMOTER AND PARTICIPANTS

- 1.1. The Promoter is Canon (UK Limited) and whose registered office is at 4 Roundwood Avenue, Stockley Park, Uxbridge UB11 1AF ("Canon").
- 1.2. All entrants ("Participants") must be United Kingdom residents aged 18 or over.
- 1.3. Employees of Canon, its subsidiary companies, their families, agents and other parties directly involved with this Competition are not eligible to enter.
- 1.4. By entering this Competition, all Participants are deemed to have agreed to be bound by these terms and conditions unless notified otherwise in writing.

2. THE COMPETITION

- 2.1 Canon will run a social media engagement Competition on Canon EMEA Facebook handle.
- 2.2 The Competition will commence at 09:00am from the 7th of March 2024 until 09:00am on Tuesday 12th March 2024 (the "Closing Time"). Entries received after 09:00am on Tuesday 12th March 2024 will not qualify for the Competition.
- 2.3 No purchase is necessary, it is free to enter this Competition. Participants will be required to attend The Photography and Video Show, at the National Exhibition Centre, Birmingham, to receive the Prize. The winner will be required to attend the printing workshop hosted by Jack Lodge at the Canon printing area at the Canon booth, on Saturday 16th March, at 14:00pm to receive the Prize.
- 2.4 Incomplete, invalid or inappropriate entries, or entries received after the Closing Time will not be eligible for publication or any Prize.
- 2.5 By submitting images to enter this competition, all entrants are deemed to have granted Canon permission to use their images on Canon owned social media accounts, including Twitter, Facebook, Instagram and Google+ and to use it in connection with this promotion without limitation (this may include future publication in reference to this promotion or a similar promotion).

3. HOW TO PARTICIPATE

- 3.1 To enter the Competition, the Participant must comment on the competition's Facebook post with their entry photo. To be considered, the Participants entry photo must be a landscape photo that can fall into any of the following categories: Scenic Landscapes, Seascapes, Forest

Photography, Desert Landscapes, Urban Landscapes, Rural Landscapes, Seasonal Landscape and Astro-Landscape. The photo will be judged based on the Selection (Section 7).

- 3.2 The photo to be submitted for the competition must be added as a comment on the Facebook post (The “Entry”).
- 3.3 The file must be in .jpeg or .png format and be no more than 5MB in size.
- 3.4 Only one entry per person is permitted.
- 3.5 All Entries must have been taken on a Canon device.
- 3.6 By submitting an entry, each Participant hereby grants to Canon Group a non-revocable, worldwide, royalty-free and free of charge, sublicensable licence to publish, republish, display and use their image(s) for all purposes connected with this Competition, including but not limited to display on Canon Group websites, Canon Group social media accounts and/or channels, any other websites of Canon Group or its agents/contractors, and in marketing materials (including at exhibitions) relating to this Competition for up to one year after the Competition ends. Each Participant also grants Canon Group and its agents/contractors the right to moderate, modify or remove any image if it is deemed unsuitable, in whole or in part, for display on the Competition website or in any materials relating to the Competition. Participants of the Competition also hereby agree to being identified and/or attributed as the photographer or creator of the image subject to their entry.

4. COMPETITION REQUIREMENTS

- 4.1 The photo submitted by the Participant must not contain:
 - (i) recognisable persons, unless Participant can demonstrate that such persons have granted all the necessary permissions for the footage to be used and published by Canon under Clause 2.5 of these terms and conditions;
 - (ii) [for footage of children, under the age of 16, the Participants must obtain parental consent before taking the photograph;](#)
 - (iii) works of art; unless Participant can demonstrate that Participant have been granted a licence to have such works of art used and published by Canon under Clause 2.5 of these terms and conditions;
 - (iv) logos or brand names unless Participant can demonstrate that Participant have been granted a licence to have such logo or brand names used and published by Canon under Clause 2.5 of these terms and conditions;
 - (v) scenes which are offensive, obscene, sexual, derogatory, defamatory, violent, abusive, harassing, threatening, objectionable with respect to race, related to religion, origin or gender, or which could reflect negatively upon the name, reputation or goodwill of Canon Group or any brand partner, or which are otherwise unsuitable for publication;
 - (vi) image featuring nudity or anything which may be considered obscene, immoral or in any way inappropriate or illegal;
 - (vii) anything that may infringe the rights of any third party; or
 - (viii) any watermark, copyright notice or any other information which may identify the Participant (note, a copyright notice embedded in the metadata of the image is permissible).
- 4.1 You agree to be contacted by Canon for the purposes of administrating the competition.

- 4.2 Canon reserves the right to disqualify incomplete or illegible entries, or which do otherwise not meet the above requirements.

5 WARRANTIES

By submitting its entry

- 5.1 The **Participant** warrants that:

- (i) the entrant is the sole author of the photograph;
- (ii) the entrant is the owner of the proprietary rights in the photograph;
- (iii) the photograph and any element appearing in the photograph do not infringe the rights (including intellectual property rights) of any third party
- (iv) in the case where a person or person's image appears in the photograph, the entrant has obtained written permission from those person(s) for Canon to use their image(s) as described in these terms and conditions;
- (v) where a child's or children's (under the age of 16) images appear in the photograph, the Participant has obtained parental consent to take the child's or children's image; and
- (vi) in the case where the photograph has been taken in another country than in the United Kingdom, the entrant has complied with the law applicable to such country, including but not limited to any intellectual property and proprietary legal requirements; and;
- (vii) it is the responsibility of the entrant to ensure that the relevant permission has been sought, model release forms have been satisfactorily completed and that copyright is not infringed.

- 5.2 **Canon** warrants that:

- (i) it shall act within the scope of the rights granted under these terms and conditions; and
- (ii) subject to the Clause 9 Canon reserves the right to re-post, display, reproduce or publish, or give permission to display reproduce or publish any entry without payment to the author of the photograph.

6. THE PRIZE

- 6.1 One winner from Facebook will be selected in accordance with the terms of Clause 7 for an opportunity to have their photo printed and displayed at Printing Area of the Canon Stand at The Photography Show 2024. (the "Prize").
- 6.2 Upon receipt and verification of the claim, Canon will facilitate the printing of the Prize to be delivered at The Photography and Video Show 2024, at the National Exhibition Centre, Birmingham, Halls 2 & 3. In the event the Winner cannot attend The Photography Show due to unforeseen circumstances, the photo will be printed, displayed and later delivered via post.
- 6.3 The Prize is as strictly stated above and is non-transferable with absolutely no cash, credit or other alternative prize available for substitution of the Prize

on offer. In the event that the Prize offered is unavailable due to circumstances beyond our control, Canon reserves the right to offer an alternative prize of equal or greater value.

- 6.4 Canon must either publish or make available information that indicates that a valid award took place. To comply with this obligation Canon will publish the surname of the prize winner(s) and, if applicable, their winning entries on Facebook on Saturday 16th March 2024. If the winner objects to any or all of their surname, county and winning entry and any prize giving presentation being published or made available, please contact Canon at the time of being notified that they have won. In such circumstances, Canon must still provide the information and winning entry to the Advertising Standards Authority on request.

7 **SELECTION**

- 7.1 There will be a selection process with Jack Lodge and Canon to review the entries. Successfully submitted photos will be judged on the following criteria.
- 7.1.1.1 **Storytelling** - how have you captured a moment to tell a story, how you thought about conditions, time of day, and how an image makes the viewer feel. Example, if it is a cold and wet day, does the photograph make you feel cold? Is it cool and blue, have you shown motion from the wind, or frozen from the falling rain with a fast shutter etc.
 - 7.1.1.2 **Composition** - how the photograph keeps a viewer engaged? thinking strongly about how a composition leads a viewer's eye.
 - 7.1.1.3 **Printability** - how would the image look when printed large, does it pop off the paper, capture someone's imagination, or even play tricks on the mind whether it's a photograph or a painting, shooting with the print as the final output in mind.
 - 7.1.1.4 How well the photo communicates the beauty and significance of the natural environment.
- 7.2 If Canon receives any rejected or unclaimed Prize from any winner within 48 hours of attempting to make contact by direct messaging, the original announced winner will forfeit their Prize.
- 7.3 Any rejected or unclaimed Prize may be awarded to other entrants at the absolute and sole discretion of Canon.
- 7.4 The Prize is provided to the winner in good faith by the Canon. If the winner is unable to accept the Prize for any reason, then Canon must be notified as soon as possible.
- 7.5 After the Closing Time all eligible entries will be collected and reviewed by Jack Lodge and Canon. The eligible entries will be judged on a set of criteria (Clause 7.1) and will be used to determine the Winner. One winning entry will then be selected.
- 7.6 Canon will contact the winner by direct messaging via Facebook as soon as possible after the Closing Time to confirm the winner will be at The Photograph Show and can make the workshop to collect their print.

8. **PERSONAL DATA**

- 8.1 Canon (UK) Limited of 4 Roundwood Avenue, Stockley Park, Uxbridge UB11 1AF ("Canon").], is the Data Controller in respect of any personal data supplied by Participants. The personal data provided is held securely and may be transferred on a secure server outside the EEA. The personal data collected from Participants is subject to the Canon Business and Canon Consumer Privacy Policies, as applicable, available at [Privacy Trust Centre - Canon UK](#)
- 8.2 Any and all personal data supplied for the running of this competition will be used solely for the purpose of this Competition ~~and, if applicable, for marketing purposes~~ by the Canon Group and/or by any agent or third party supplier appointed by it to assist with running the Competition on behalf of Canon and will not be disclosed to a third party for any other purpose unless your positive consent has been obtained.

9. **DISCLAIMER**

- 9.1 Canon reserves the right to refuse to honour any entry or to recover the full value of any Prize if it considers there has been an abuse or breach of the terms and conditions of this Competition.
- 9.2 Canon shall not be liable for any loss, damage or injury of any nature howsoever caused, sustained by any Participant under this Competition. However, nothing in these rules shall have the effect of excluding or restricting Canon liability for personal injury or death caused by the proven negligence of its employees or contractors.
- 9.3 In the event of a dispute over interpretation or implementation of the rules on any matter related to the Competition, the decision of the Directors of Canon is final and no correspondence will be entered into.
- 9.4 If any part of these conditions is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such part shall be severed from the remainder of these conditions, which shall continue to be valid to the fullest extent permitted by law.

10. **JURISDICTION**

- 10.1 These Terms and Conditions and any disputes arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales and will be subject to the exclusive jurisdiction of the English courts.
- 10.2 Notwithstanding Clause 10.1, if you are a participating consumer, laws of your country of residence will apply to this Competition, and you may be entitled to bring court proceedings in your own language and in your local courts. A local consumer advice organization will be able to advise you on your rights. These Terms do not restrict any statutory rights that may be applicable.