

# Terms and conditions for RSPCA Young Photographer Awards 2019

1. The RSPCA Young Photographer Awards 2019 competition (the “Competition”) is run by the Royal Society for the Prevention of Cruelty to Animals (a charity registered in England & Wales, No. 219099), Wilberforce Way, Southwater, Horsham, West Sussex, RH13 9RS (the “RSPCA”).
2. Entries can only be accepted online; postal entries or entries sent over email will not be read or considered unless by prior arrangement with the organisers.
3. The Competition is open to all full time residents of the United Kingdom who will be aged 18 years or below on Friday 16 August 2019, other than children or close relatives of the Judges of the competition, employees of the RSPCA, Wex Photo Video, Natures Images and Warners Midlands plc. Proof of age, identity and eligibility may be requested.
4. Entrants 16 or younger must have their parent or legal guardian’s permission to enter the Competition. Entrants must supply a valid email address for their parent or legal guardian, who will be contacted by RSPCA to consent on the entrant’s behalf to these terms and conditions of entry to the Competition
5. Entries must be an original photograph/s relating to an animal or animals and must fulfil the criteria for one or more of the following categories, set out in more detail at <https://young.rspca.org.uk/ypa/categories>.

## **Categories:**

6. The main categories in the Competition are: Under 12 Years, 12–15 Years, 16–18 Years, Portfolio, Mobile Phone and Devices, The Human Impact on Animals, Picture Perfect Pets and The Generation Kind Award.
7. Under 12 years category: Open to entrants who are 11 years old and under on Friday 16 August 2019 (no minimum age). A maximum of five photos per entrant is permitted in this category. Camera photos only, no mobile phone or devices accepted.
8. 12–15 years category: Open to entrants who are aged 12 years or older but younger than 16 years on Friday 16 August 2019. A maximum of five photos per entrant is permitted in this category. Camera photos only, no mobile phone or devices accepted.
9. 16–18 years category: Open to entrants who are aged 16 years or older but younger than 18 years on Friday 16 August 2019. A maximum of five photos per

entrant is permitted in this category. Camera photos only, no mobile phone or devices accepted.

10. Portfolio category: Open to entrants aged 18 or younger on Friday 16 August 2019 (no minimum age). A maximum of three portfolios may be submitted in this category; each portfolio must contain five different images. Camera photos only, no mobile phone or devices accepted.
11. Mobile Phone and Devices category (including other devices): Open to entrants aged 18 or under on Friday 16 August 2019 (no minimum age). A maximum of five photos per entrant is permitted in this category. Three winners will be awarded depending on age: Under 12's/12–15/16–18. All photos chosen to be finalists that are submitted into this category, other than the winning finalists, will automatically be entered into the People's Choice Award (which opens in Feb/March 2020, for online public voting). The owners of the shortlisted photos will be contacted at this time. For further information, see <https://young.rspca.org.uk/ypa/categories/peopleschoice>.
12. The Human Impact on Animals category: Open to entrants aged 18 or under on Friday 16 August 2019 (no minimum age). A maximum of five photos per entrant is permitted in this category. All devices accepted.
13. Picture Perfect Pets: Open to entrants aged 18 or under on Friday 16 August 2019 (no minimum age). A maximum of five photos per entrant is permitted in this category. All devices accepted.
14. Generation Kind Award: **Only open to entrants taking part in one of our Generation Kind projects** aged 18 or under on Friday 16 August 2019 (no minimum age). A maximum of five photos per entrant is permitted in this category. All devices accepted. Entries from individuals not involved in a Generation Kind project will not be accepted.

#### **Entry and specifications:**

15. **All entries should be entered using the upload service at <https://young.rspca.org.uk/ypa/home>.** Any adult submitting on behalf of an entrant, will be required to approve the entry and agree to these Terms and Conditions (including the RSPCA's use of the picture) on behalf of the entrant, by way of a check-box in the online form. The adult may be the child's parent or guardian. The adult must provide their own contact and personal details (not the child's).
16. Entrants are restricted to one online account. Any entrant found to have multiple accounts may be disqualified.
17. Any camera photos or mobile phone images (including other devices) submitted to the wrong category may be disqualified: mobile phone images (including other devices) cannot be entered into the portfolio category.

18. The same or similar photos may not be entered into more than one of the five categories referred to above. However, the RSPCA and Competition judges have the discretion to move photos into a different category if they judge it appropriate.
19. All photos entered into the Competition must be a faithful representation of what the photographer saw at the time of taking the photo. Digital adjustments are only acceptable if they are for minor cleaning work, levels, curves, colour, saturation and contrast work. Entrants will be disqualified from the Competition if the RSPCA or the judges believe that the images have been manipulated or are not the entrant's original work. You may be asked to provide a RAW file at any time during the competition, always keep the original photo. Images with watermarks, copyright information, frames, selfies, images that cannot anonymously be judged, overused app application, stickers and emojis will be rejected.
20. Images uploaded should be no larger than 10MB. Make sure that the image you upload is a JPEG and the highest quality image you have, sized no smaller than 600x600, but keep the RAW file(s).
21. Entrants should not do anything to upset or stress animals in their attempt to photograph them. Photos will be rejected from the Competition if the RSPCA or the judges believe that they show an animal in distress or upset or if they contain any unsuitable content. Read each [category](#) for more information.
22. No purchase is necessary.
23. The same or similar photos to those entered into the Competition must not be entered into any other competition where the announcement of the winners is before 19 December 2019. Any photos entered that have previously won a national photography competition will be rejected.
24. The starting date for entries is 10:00am on Monday, 6 May 2019 in the United Kingdom.
25. The closing date for online entries is 12pm on Friday, 16 August 2019 in the United Kingdom. Any entries received by the RSPCA after this time will be rejected from the Competition.

### **Judging:**

26. The judges of the Competition are named on <https://young.rspca.org.uk/ypa/home>. The RSPCA will create a shortlist of the photos, which will then be judged anonymously by the panel of judges.
27. All finalists in the Competition will be notified by the RSPCA by letter, no later than Friday, 25 October 2019. The decisions of the judges and the RSPCA are final and no correspondence will be entered into.
28. Unsuccessful entrants will not be contacted in respect of their entry. No feedback will be given on any entry.

## Prizes:

29. Prizes provided by the Competition's sponsors will be awarded to the winners of each category, as decided by the judges, as described below. Additional prizes may be awarded to runners-up in each of the categories but this is at the sole discretion of the judges and the RSPCA.
30. The winner of the Under 12 Years category will win the opportunity to take part in an exclusive wildlife photography shoot with the RSPCA and a wildlife photographer at a time and place that the RSPCA decides is most suitable taking into account all the winners, Wex Photo Video vouchers with a retail value of £250 and a trophy.
31. The winner of the 12–15 Years category will win the opportunity to take part in an exclusive wildlife photography shoot with the RSPCA and a wildlife photographer at a time and place that the RSPCA decides is most suitable taking into account all the winners, Wex Photo Video vouchers with a retail value of £350 and a trophy.
32. The winner of the 16–18 Years category will win the opportunity to take part in an exclusive wildlife photography shoot with the RSPCA and a wildlife photographer at a time and place that the RSPCA decides is most suitable taking into account all the winners, Wex Photo Video vouchers with a retail value of £500 and a trophy.
33. The winner of the Picture Perfect Pets category will win Wex Photo Video vouchers with a retail value of £300 and a trophy.
34. The winner of the Human Impact on Animals category will win Wex Photo Video vouchers with a retail value of £400 and a trophy.
35. The winner of the Portfolio category will win Wex Photo Video vouchers with a retail value of £600 and a trophy.
36. The winner of the mobile category\* will win Wex Photo Video vouchers with a retail value of £100 and a trophy. Three winners will be selected in the following age groups; Under 12s, 12-15 and 16-18. \*Including other devices
37. The winner of the Generation Kind Award will win Wex Photo Video vouchers with a retail value of £100 and a trophy.
38. The winner of the People's Choice Award will win Wex Photo Video vouchers with a retail value of £100, a trophy and a certificate.
39. An Overall Winner Award prize will be awarded to one of the winners of the above categories whose photo is selected by the judges. The winner will receive a UK weekend photography break, courtesy of Natures Images:  
<http://www.natures-images.co.uk/holiday/deer-birds-prey-uk-2020/> for the winner and one accompanying adult. Travel to the location of the holiday is not included.
40. Prizes are non-exchangeable and no cash alternative will be offered. The RSPCA may substitute a reasonably equivalent prize if any of the above prizes are

unavailable for any reason. Prizes will be presented at an official awards ceremony in December 2019, where the winners will be announced. Winners will be invited to the awards ceremony, however RSPCA cannot pay for any travel or accommodation.

41. If we do not receive a response after notifying an entrant that they have been selected as a winner, or if any selected winner becomes not contactable at any time up to and including the awards ceremony, the RSPCA and/or the judges may select another winner in their place.

**Personal information:**

42. Each entrant (or entrant's parent or legal guardian if the entrant is aged 16 or under) agrees that, only for the purposes of promoting the Competition and future RSPCA Young Photographer Awards, the RSPCA may (1) use the entrant's first name, surname, county and age and (2) disclose the entrant's name and age to third parties. The RSPCA shall seek the entrant's prior consent (or the entrant's parent or legal guardian's prior consent if the entrant is aged 16 or under) before disclosing any further personal data to third parties. The RSPCA will not post the names and details of entrants aged under 13 years online without the entrant's parental or guardian's consent.
43. Personal information provided by entrants will be used for the purposes of administering the Competition and their entry (including sharing it with the judges and event sponsor as necessary for this purpose) and contacting the entrant about next year's competition and in accordance with the RSPCA's Privacy and Cookies Policy: <https://www.rspca.org.uk/privacy>. The RSPCA will use the contact details of the entrant's parent or guardian to seek their consent to the entrant's participation in the Competition and administering their child's entry. The personal data of winners will be kept to enable the uses of the photos as described below.
44. All entrants have the right to withdraw their entry prior to the closing date of Friday, 16 August 2019 by 12pm by sending an email request to [ypa@rspca.org.uk](mailto:ypa@rspca.org.uk). The entrant's account will be closed as soon as reasonably possible.
45. All photos submitted must be the original work of the entrant and must not infringe the rights of any other person. The parent or guardian of the entrant agrees to indemnify the RSPCA and RSPCA Trading Ltd\* in respect of any claim from a third party that the entrant's work infringes the rights of that third party. Entrants retain the copyright in their submitted photos. However, by entering, the entrant gives the RSPCA and RSPCA Trading Ltd\* a perpetual, non-exclusive, worldwide royalty-free license to use, reproduce, exhibit and post the submitted photos in any and all media, including media platforms yet to be envisaged for the purposes of:
  - (a) promoting and publicising this Competition or future RSPCA Young Photographer Awards
  - (b) display on the RSPCA Photolibrary, \*operated by RSPCA Trading Ltd

(c) potential use on products of the RSPCA or third parties licensed by the RSPCA. The entrant's permission will be sought for any further use of the photos, including on licensed products, which will be agreed as the subject of a separate agreement.

46. Wherever possible, the RSPCA will credit the entrant as the photographer.
47. Entrants agree in clause 45 (a) that the RSPCA may use the entry on their website for the duration of 5 years, after which all names and attribution will be removed.
48. The RSPCA cannot be responsible for any entries that are lost, delayed, misdirected, damaged or incomplete or for failure to receive or properly register any entries for any technical failure or malfunction or other reason. Entries cannot be returned so please retain a copy.
49. The RSPCA reserves the right to amend these Terms and Conditions or cancel this competition at any stage, if deemed necessary in its opinion, or if circumstances arise outside of its control.
50. The Competition shall in all respects be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.