

DATED 25 June 2024

DERBY CITY COUNCIL TIME CAPSULE COMPETITION TERMS AND CONDITIONS

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1. The Promoter

The promoter is: Derby City Council of the Council House, Corporation Street, Derby DE1 2FS.

2. The competition

2.1 The title of the competition is "Life in Derby 2024 Time Capsule Photography Competition".

3. How to enter

3.1 The competition will run from 9:00AM on 25 June 2024 (the "**Opening Date**") to 5:00PM on 16 July 2024 (the "**Closing Date**") inclusive.

3.2 All competition entries must be received by the Promoter by no later than 5:00PM on the Closing Date. All competition entries received after the Closing Date are automatically disqualified.

3.3 To enter the competition, Participants must:

- (a) submit a photograph which meets the requirements set out in condition 4 below;
- (b) submit their photographic entry by email to communicationsandmarketing@derby.gov.uk with the subject line 'Time capsule photo competition';
- (c) make any submissions between the Opening Date and the Closing Date;
- (d) ensure any submission contain the following information:
 - (i) Photographer's name;
 - (ii) Photographer's address;
 - (iii) Photographer's email address or contact telephone number;
- (e) Submit a maximum of three photographs only as part of their submission

3.4 The prize draw is free to enter and no purchase is necessary.

3.5 The Promoter will **not** accept:

- (a) responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal

failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind;

- (b) proof of posting or transmission as proof of receipt of entry to the competition; or
- (c) any entries which are unlawful, racist, inflammatory, defamatory or which the Promoter considers to be otherwise harmful

3.6 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.

3.7 Please see <https://www.derby.gov.uk/media/derbycitycouncil/content/documents/business/dcc-time-capsule-terms-conditions.pdf> for a copy of these competition terms and conditions.

3.8 A winner will be chosen by a panel of judges (including employees and/or cabinet members of the Promoter) on or before 2 August 2024 ("Decision Date").

4. Photographic Entry Requirements

4.1 Photographs submitted to the competition should demonstrate that thought has been given to the competition theme: 'Life in Derby 2024'.

4.2 The Participant must not infringe the rights of third parties including copyright, trade mark, trade secrets, privacy, publicity, personal or proprietary rights. By submitting the photograph you warrant that you own the copyright in the photograph submitted and that you have the necessary legal rights to submit the photograph.

4.3 The Participant warrants that they are the person in the photo and/or that they have the prior consent from all individuals in the photo to submit it as their entry. If children under 16 are featured, or if any individual is unable to consent for themselves, their parents or guardians will need to give consent on their behalf.

4.4 All photographs must have been taken on or after 1 January 2024.

4.5 All photographs must be portrait oriented.

4.6 All photographs must be in JPEG format.

4.7 Photographs must be no larger than 5MB in size.

4.8 Photographs must be of a resolution no less than 300 dpi.

4.9 All photos must be original work, taken by the Participant.

- 4.10 Permitted digital adjustments include tone and contrast, cropping, burning, sharpening, dodging, noise reduction, minor cleaning work, HDR, stitched panoramas, and/or within-camera focus stacking using multiple exposure taken at the same location at the same time. The addition or removal of any animals or parts of animals, plants, people, objects, etc. is not allowed.
- 4.11 All photographs submitted must be taken with a camera (including devices with camera functionality, such as smartphones). AI generated images are not eligible for submission.
- 4.12 No laws should have been breached or no one's safety endangered in the taking of any photograph submitted.
- 4.13 The photograph must not contain any signature, watermark etc.

5. Eligibility

- 5.1 The competition is only open to residents in the UK who are aged 16 or over (the "Participants")
- 5.2 Entrants aged under 18 shall have obtained the consent of a parent or guardian (and will upon request provide the Promoter with the contact details of the parent or guardian who has given consent).
- 5.3 The competition is not open to individuals who are:
 - (a) employees or elected members of the Promoter or its holding, linked or subsidiary companies; or
 - (b) members of the immediate families or households of (a) above.
- 5.4 The competition is only open to individuals who are amateur photographers, entries from professional photographers will be disqualified. For the purposes of this competition, a professional photographer is an individual who makes more than half their annual income from the sale of their photographs.
- 5.5 In entering the competition, you confirm that you are eligible to do so and eligible to claim the prize. The Promoter may require you to provide proof that you are eligible to enter the competition.
- 5.6 There is a limit of one entry (one entry being up to three individual photographs) per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.

5.7 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition or if any of the terms and conditions of the competition are breached.

5.8 Competition entries cannot be returned.

6. The prize

6.1 The prize is that the winning photos will be buried in a time capsule in the Market Hall in Derby. They will also be displayed across the city at Clear Channel digital bus stops for at least two weeks (dates to be confirmed). Winners will be invited to a special event to bury the time capsule in Derby's Market Hall at a date to be confirmed in 2024.

6.2 Prizes are subject to availability. There is no cash alternative for the prize. The Promoter reserves the right to substitute the prize with a prize of equal or greater value.

6.3 The prize is not negotiable, refundable or transferable.

7. Winners

7.1 The judges will select the winning entries based on the following criteria:

- (a) overall impact;
- (b) relevance to the competition theme;
- (c) composition and arrangement;
- (d) technical ability; and
- (e) originality

7.2 The decision of the Promoter is final and no correspondence or discussion will be entered into.

7.3 The Promoter will contact any winners personally as soon as practicable after the Decision Date, using the contact details provided with the competition entry to confirm eligibility and delivery address or collection arrangements for the prize.

7.4 The Promoter must either publish or make available information that indicates that a valid award took place. To comply with this obligation the Promoter will send the surname of major prize winners, to anyone who emails communicationsandmarketing@derby.gov.uk within one month after the Closing Date of the competition.

7.5 If you object to any or all of your surname and winning entry being published or made available, please contact the Promoter by email using the email address

communicationsandmarketing@derby.gov.uk . In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

8. Claiming the prize

8.1 The Promoter will make all reasonable efforts to contact the winners. If a winner cannot be contacted or is not available, or has not claimed their prize within two of days of the Promoter first attempting to make contact as per condition 7.3, the Promoter reserves the right to offer the prize to runner up selected from the correct entries that were received before the Closing Date.

8.2 The Promoter does not accept any responsibility if a winner is not able to take up the prize.

9. Limitation of liability

Insofar as is permitted by law, the Promoter, its 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 Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

10. Indemnity

10.1 You agree to indemnify the Promoter against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Promoter arising out of or in connection with your breach of conditions 4.2 or 4.3.

11. Ownership of competition entries and intellectual property rights

11.1 Copyright in respect of all competition entries (including any text, photographs, graphics, video or audio) and any accompanying material submitted to the Promoter shall remain the property of the Participant.

11.2 You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in any competition entry (including any text, photographs, graphics, video or audio) and any accompanying material submitted to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompanying materials for any legitimate purposes,

including, but not limited to, marketing, publicity, advertising, fundraising and presentations.

- 11.3 You agree to unconditionally and irrevocably waive, in respect of any competition entry (including any text, photographs, graphics, video or audio) and any accompanying materials submitted, all rights to object to derogatory treatment of the competition entry and any accompanying materials to which you may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

12. Data protection and publicity

- 12.1 The Promoter will only process your personal information as set out in the privacy policy (<https://www.derby.gov.uk/site-info/privacy-notice/a-z/communications/>). See also condition 7.4 and condition 7.5, with regard to the announcement of winners.

13. General

- 13.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- 13.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the competition where it becomes necessary to do so.
- 13.3 These terms and conditions are governed by English law. If any entrants to this promotion wish to take court proceedings, then they must do this within the courts in the United Kingdom.