

## **Competition Terms and conditions and submission guidelines**

1. This competition (the "Competition") is run by Embracing Age, (a charity registered in England and Wales, No. 1160400)
2. The Competition is open to young people living full-time in the UK, aged 23 years or below on 30<sup>th</sup> March 2022. Proof of age, identity, and eligibility may be requested.
3. Entrants 15 or younger must have a parent or legal guardian's permission to enter the Competition. Please supply a valid email address for your parent or legal guardian, who will be contacted by Embracing Age to consent on your behalf to these terms and conditions.
4. Entries must be an original photograph/s that you have taken, relating to pictures that would make an older person in a care home smile.

### **Entry and Specifications**

5. All entries should be submitted via email to [photos@embracingage.org.uk](mailto:photos@embracingage.org.uk)
6. Parents/guardians submitting on behalf of an entrant aged 15 years and under will be required to approve the entry and agree to these Terms & Conditions (including Embracing Age's use of the photo).
7. Images uploaded should be no larger than 10MB. Make sure the image you upload is a JPEG and the highest quality image you have.
8. The closing date for online entries is 30<sup>th</sup> March 2022. Any entries received after this time will be rejected.

### **Personal information**

9. Each entrant (or entrant's parent or legal guardian if the entrant is aged 15 or under) agrees that Embracing Age may (1) use the entrants first name, surname, and age and (2) disclose the entrant's name and age to third parties, for the purposes of running the Competition. Embracing Age shall seek the entrant's prior consent (and/or the entrant's parent or legal guardian's prior consent if the entrant is aged 15 or under) before disclosing any further personal data to third parties. Embracing Age will not post the names and details of entrants aged under 13 years online without consent from the entrant's parent or guardian.
10. Personal information provided by finalists will be used for the purposes of administering the Competition where necessary (for example the provision of prizes as necessary for this purpose). Embracing Age 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 their photos as described below.

### **Copyright**

11. All photos submitted must be the original work of the entrant and must not infringe the rights of any other person. Embracing Age cannot be liable if another person's rights are breached, and the parent or guardian of the entrant agrees to indemnify Embracing Age in respect of any claim from a third party that the entrant's work infringes their rights.
12. Entrants retain the copyright in their submitted photos. However, by entering the Competition under these terms, the entrant gives Embracing Age a perpetual, non-exclusive, worldwide royalty-free licence to use, reproduce, exhibit and post the submitted photos in any and all media.
13. Wherever possible, Embracing Age will credit the entrant as the photographer.

### **General legal**

14. Embracing Age cannot be responsible for any entries that are lost, delayed, misdirected, damaged or incomplete, or for failure to receive or properly register any entries due to any technical failure or malfunction or other reason. Embracing Age 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. In either case, we will give notice to entrants by posting the changes on the Competition website.
15. Entrants/their parents/guardians will be deemed to have accepted these terms and conditions and to agree to be bound by them when submitting their photo.
16. The law applicable to the Competition is English Law.