

Warwickshire Country Parks Photography Competition

Competition Terms & Conditions

1. About the Competition

- 1.1. The Warwickshire Country Parks Photography Competition (the “**Competition**”) is owned and run by Warwickshire County Council (the “**Council**”).
- 1.2. The Competition is free to enter and is aimed at visitors to Warwickshire Country Parks and Greenways.
- 1.3. The following are a list of Warwickshire’s Country Parks and Greenways:
 - 1.3.1. Burton Dassett Hills Country Park;
 - 1.3.2. Hartshill Hayes Country Park;
 - 1.3.3. Kingsbury Water Park;
 - 1.3.4. Pooley Country Park;
 - 1.3.5. Ryton Pools Country Park;
 - 1.3.6. the Stratford Greenway;
 - 1.3.7. the Kenilworth Greenway;
 - 1.3.8. Stockton Cutting Nature Reserve;
 - 1.3.9. Ufton Fields Nature Reserve; and
 - 1.3.10. the Offchurch Greenway

(together the “**Warwickshire Country Parks and Greenways**”).
- 1.4. The aim of the Competition is to encourage people to visit the Warwickshire Country Parks and Greenways and share their experiences.
- 1.5. This competition is not sponsored, endorsed or administered by Facebook, Instagram, X, or Nextdoor or any other third party.
- 1.6. By submitting an Entry to this Competition, you agree to the rules of the competition (as provided in the following link: countryparks.warwickshire.gov.uk/photo-competition (the “**Rules**”) and these terms and conditions of the Competition (the “**Terms and Conditions**”).

2. Eligibility

- 2.1. The Competition is open to all visitors to the Warwickshire Country Parks and Greenways except for the following person(s):
 - 2.1.1. the Council's employees;
 - 2.1.2. The Council's councillors; and
 - 2.1.3. the direct families of those set out in clauses 2.1.1 and 2.1.2 above
(together the "**Excluded Visitor(s)**").
- 2.2. By submitting an Entry into this Competition, you confirm that you are not an Excluded Visitor.
- 2.3. You are able to enter one of two age groups:
 - 2.3.1. Under 16 years of age; or
 - 2.3.2. 16 years of age and over.
(together the "**Age Groups**")
- 2.4. For clause 2.3.1 above, to be eligible to enter the Competition, you must be 15 years of age or under on the day the Competition closes, as set out in clause 3.2 below.
- 2.5. For clause 2.3.2 above, to be eligible to enter the Competition, you must be 16 years of age or over on the day the Competition closes, as set out in clause 3.2 below.

3. Dates

- 3.1. The Competition is open for entries from Thursday 28 March.
- 3.2. The deadline for entries is 23:59pm on Friday 6 September. Any entries received after this time will not be eligible.
- 3.3. Winners will be notified on or after Tuesday 1 October by email.

4. How to enter

- 4.1. There will be twelve winning entries from the Competition in total. Two or more winning entries will be chosen from the fifteen and under age group.
- 4.2. To enter the Competition, you must submit a photograph taken at one of the Warwickshire Country Parks and Greenways on the theme of 'Nature through the Seasons' (the "**Entry**").
- 4.3. There is a limit of one Entry per entrant. Only the most recent Entry from each entrant will be judged. Any previous entries will be disqualified.

- 4.4. The Entry must be submitted digitally via email to parkspartography@warwickshire.gov.uk. You must also complete our [Warwickshire Country Parks Photography Competition Participants Consent Form](#) (<https://forms.office.com/e/2jpzhkSbbY>) using the same email address as you use to submit your photo. Please note that sending is not proof of receipt.
- 4.5. Where the participant is under 18 years of age, the consent of their parent and/or carer and/or guardian is required for them to submit an Entry to the photography competition..
- 4.6. The Entry must be taken at one of the Warwickshire Country Parks and Greenways.
- 4.7. The Entry file must not exceed 100 MB and must be in a JPEG format.
- 4.8. The Entry file must have a minimum resolution of 300dpi to be of a high enough quality to allow printing and public display.
- 4.9. The Entry must not contain identifiable people unless consent is agreed and submitted with the application. Where the Entry shows any person under 18 years of age, the consent of their parent and/or carer and/or guardian is required.
- 4.10. As described in clause 4.9 above, where consent is necessary, you must use the [Council's consent form](#) (<https://forms.office.com/e/MkSdiqj7aH>) to obtain consent. You will indemnify the Council against any claims made by any third party in respect of such infringement.
- 4.11. The Entry must be submitted without a watermark.
- 4.12. The Entry will be rejected if it appears (at the sole discretion of the Council) to have been taken in such a way that any law may have been broken or that the Entry has been otherwise taken in an irresponsible way. This includes any indication that taking the photo may have caused injury, distress or damage to any animal or its habitat.
- 4.13. Light digital enhancements, such as cropping, colour work, lighting alterations and some airbrushing are permitted, but will be taken into account when judging. Composite image whereby two or more photographs have been blended together, and entries that superimpose elements photographs separately onto an image, are not permitted. We will also not accept AI generated images.
- 4.14. The Council reserves the right to remove or refuse any Entry from the Competition for any reason.
- 4.15. By submitting a photograph to the Competition, you confirm and warrant that:
 - 4.15.1. you are the original creator of the Entry and solely hold the copyright. This means that the Entry is original and is not copied from someone else;
 - 4.15.2. you own the copyright and any other intellectual property rights of the Entry;

4.15.3. you have not licenced or disposed of any rights in the Entry that would conflict with uses to be made by the Council;

4.15.4. You have received any necessary consents from the owner(s) of objects including buildings included in the Entry for the usage rights acquired by the Council. You will indemnify the Council against any claims made by any third party in respect of such infringement.

5. Judging

- 5.1. A panel consisting of one or more representative from the Council, a representative from Warwickshire Wildlife Trust, and an elected member will be appointed to select a shortlist of entries.
- 5.2. The shortlisted entries will then be shared via an online survey portal, where members of the public will cast their vote by submitting their email address and postcode. The entries with the most votes for each of the Age Groups from each of the Categories will be declared the winners.
- 5.3. Only one vote is permitted per individual.
- 5.4. If there is sufficient evidence (at the sole discretion of the Council) to suggest malpractice and manipulation of the rating process, then the Council has the right to remove the relevant entry or entries. The Council's decisions are final.
- 5.5. The decision of the judges is final, and no correspondence or discussion will be entered into consideration.

6. Prizes

- 6.1. All winning entries will be showcased at Kingsbury Water Park and Ryton Pools Country Park. The name and hometown of the winning entrants will be displayed, unless the entrant asks the Council not to do so.
- 6.2. All winning entries will also be showcased on the Warwickshire Country Parks Facebook page, the Warwickshire Country Parks Instagram page, Warwickshire Country Parks X Page and Warwickshire County Council Nextdoor page. The name and hometown of the winning entrants will be displayed, unless the entrant asks the Council not to do so.
- 6.3. All winning entries will feature in the Warwickshire Country Parks Calendar. This will be available for members of the public to purchase.
- 6.4. All winning entries will receive a copy of the Warwickshire Country Parks Calendar.
- 6.5. The overall winner will receive a tailored VIP park tour at a park of their choosing.

7. Copyright and Usage

- 7.1. You remain the copyright owner of any Entry submitted.

7.2. By entering this Competition, you agree to grant the Council a worldwide, non-exclusive, irrevocable, royalty-free licence to use, display, reproduce, enlarge, publish and exhibit your Entry for any purpose whatsoever related to the Warwickshire Country Parks and Greenways in any medium, including print and digital, and on any media. This could include, but is not limited to:

7.2.1. use of the Entry for press articles;

7.2.2. use on any other external communication related to the Competition and Warwickshire Country Parks and Greenways.

8. Disclaimer

8.1. The Council reserves the right to change any of these Terms and Conditions and the Rules at any time without notice.

8.2. By entering the Competition, you agree to these Terms and Conditions and the Rules, and to comply fully with them.

8.3. Any breach of these Terms and Conditions or the Rules by you will void your Entry.

8.4. The Council reserves the right to cancel or suspend the Competition, if it becomes necessary to do so for any reason.

8.5. The Council believes the information given in these Terms and Conditions to be correct, but the Council reserves the right to change any of it without prior notice. Details of any such changes will be made available at <https://countryparks.warwickshire.gov.uk/photo-competition>.

9. Data Protection

9.1. When entering the Competition, you will need to provide your name, age group, and email address. Shortlisted participants will be given the opportunity to provide their hometown should they wish for this to be displayed along with their entry for public voting and viewing.

9.2. The Council is committed to protecting and respecting your privacy and will only process your personal information in accordance with the Terms and Conditions and the [Council's Privacy Notice for the Competition](#) which is available at <https://api.warwickshire.gov.uk/documents/WCCC-2141758388-109>.

9.3. Any personal data processed by Warwickshire Wildlife Trust is subject to Warwickshire Wildlife Trust's privacy policy. For further details, see <https://www.warwickshirewildlifetrust.org.uk/privacy>. If you request for the Council to remove your personal data from Warwickshire Wildlife Trust, then the Council will request that your personal data is removed. However, such a request is subject to Warwickshire Wildlife Trust's Privacy Policy. The Council will not be held liable if, for whatever reason, a request to Warwickshire Wildlife Trust to remove personal data is not successful.

- 9.4. Any personal data processed by, and images posted to, Mailchimp is subject to Mailchimp's Privacy Policy. For further details, see <https://www.intuit.com/privacy/statement/>. If you request for the Council to remove your personal data from Mailchimp, then the Council will request that your personal data is removed. However, such a request is subject to Mailchimp's Privacy Policy. The Council will not be held liable if, for whatever reason, a request to Mailchimp to remove personal data is not successful.
- 9.5. If you request for the Council to remove your Entry from Facebook, the Council will request that the Entry is removed. However, such a request is subject to Facebook's Privacy Policy. The Council will not be held liable if, for whatever reason, a request to Facebook to remove an Entry is not successful. For more information about Facebook's Privacy Policy, see <https://www.facebook.com/privacy/policy>.
- 9.6. If you request for the Council to remove your Entry from Instagram, the Council will request that the Entry is removed. However, such a request is subject to Instagram's Privacy Policy. The Council will not be held liable if, for whatever reason, a request to Instagram to remove an Entry is not successful. For more information about Instagram's Privacy Policy, see <https://privacycenter.instagram.com/policy>.
- 9.7. If you request for the Council to remove your Entry from X (formerly known as Twitter), the Council will request that the Entry is removed. However, such a request is subject to X's Privacy Policy. The Council will not be held liable if, for whatever reason, a request to X to remove an Entry is not successful. For more information about X's Privacy Policy, see <https://twitter.com/en/privacy>.
- 9.8. If you request for the Council to remove your Entry from Nextdoor, the Council will request that the Entry is removed. However, such a request is subject to Nextdoor's Privacy Policy. The Council will not be held liable if, for whatever reason, a request to Nextdoor to remove an Entry is not successful. For more information about Nextdoor's Privacy Policy, see <https://legal.nextdoor.com/us-privacy-policy-2021/>.

10. Law and Jurisdiction

- 10.1. The Competition, the Rules and these Terms and Conditions shall be governed by and construed in accordance with English law.
- 10.2. You and the Council irrevocably agree that the courts of England shall have exclusive jurisdiction over any claim or matter or to settle any dispute which may arise out of or in connection with these Terms and Conditions and/or the Rules and/or the Competition, and that accordingly proceedings may be brought in such courts.

11. Indemnity and Limitation of Liability

- 11.1. To the maximum extent permitted by law, the Council excludes its liability for any loss, damage, injury, cost or expense, suffered by you, whether directly or indirectly and howsoever caused, in connection with the Competition. Nothing in these Terms and Conditions shall exclude the Council's liability for death or personal injury arising

from the Council's own negligence or any other liability that cannot, as a matter of law, be excluded.

- 11.2. You agree to indemnify the Council and keep the Council indemnified against any loss, damage, injury, cost or expense suffered by the Council as a result of your Entry in the Competition, including (but not limited to) any claim of infringement of intellectual property rights made by any third party.