



## Brooke Photo Prize Competition terms and conditions

### 1. The Promoter

The promoter is: The Brooke Hospital for Animals whose registered office is 5<sup>th</sup> Floor, Friars Bridge Court, 41-45 Blackfriars Road, London, SE1 8NZ.

### 2. The competition

2.1. The title of the competition is Our Legged Friend Photo Competition.

2.2. To enter the competition, you must submit a photograph that fits within one of the below categories:

2.2.1. the "amateur" competition. For this, photographs must be taken using a smartphone with an image resolution of 300 dpi and a minimum image dimension of 1000 pixels;

2.2.2. the "professional" competition. For this, photographs must be taken using a DSLR camera and must have an image resolution of 300 dpi and a minimum image dimension of not less than 1000 pixels.

2.3. Submit a photo which best represents one of the below sub-categories:

2.3.1. Best portrait of a horse, donkey or mule

2.3.2. Best action shot of a horse, donkey or mule

### 3. How to enter

3.1. The competition will run from 00.01 hours on 1 May 2019 (the "Opening Date") to 23.59 hours on 2 September 2019 (the "Closing Date") inclusive.

3.2. All competition entries must be received by the Promoter by no later than 23.59 hours on the Closing Date. All competition entries received after the Closing Date are automatically disqualified.

3.3. To enter the competition you must enter the competition online by submitting the online entry form provided on [www.thebrooke.org/get-involved/fundraise/photo-competition](http://www.thebrooke.org/get-involved/fundraise/photo-competition) and by paying the entry fee of £10.00 upon submission.

3.4. The Promoter will not accept:

3.4.1. responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or

3.4.2. proof of transmission as proof of receipt of entry to the competition.

- 3.5. By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
- 3.6. The competition entries will be judged by a panel of three judges based on their assessment of which photograph in each category best fits the descriptions. There will be one winner per entry type (one for smartphone entry and one for professional camera). The decision of the panel of judges (acting reasonably) will be final.
- 3.7. The Promoter will send the full names of the judges to anyone who writes within one month after the Closing Date of the competition requesting details of the judges and who encloses a self-addressed envelope to the address set out in clause 1.
4. Eligibility
  - 4.1. The competition is only open to all residents in the UK [aged 18 years or over], except:
    - 4.1.1. employees of the Promoter or its holding or subsidiary companies;
    - 4.1.2. employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the competition or its administration; or
    - 4.1.3. Members of the immediate families or households of 4.1.1 and 4.1.2 above.
  - 4.2. In entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. The Promoter may require you to provide proof that you are eligible to enter the competition.
  - 4.3. The Promoter will not accept competition entries that are:
    - 4.3.1. automatically generated by computer;
    - 4.3.2. completed by third parties or in bulk;
    - 4.3.3. illegible, have been altered, reconstructed, forged or tampered with; or
    - 4.3.4. Incomplete.
  - 4.4. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
  - 4.5. The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the prize competition.
5. The prize
  - 5.1. The prizes are:
    - 5.1.1. for the smartphone entry competition, 3 lessons at Photography Course London for beginners, and two £60 vouchers for any WEX ticketed event throughout their 8 locations in the UK.
    - 5.1.2. for the professional competition, a masterclass with equine photographer Matthew Seed in his studio in Cheshire followed by a photoshoot of a horse + the loan of a Hasselblad camera for two weeks.
  - 5.2. Prizes are subject to availability. The Promoter reserves the right to substitute the prize with a prize of equal or greater value.
  - 5.3. The Promoter reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so.]
  - 5.4. The prize is not negotiable or transferable.

6. Prize T&Cs
- 6.1. Wex Photo Video Event: Voucher can be used in part-payment or total payment on any event available to purchase at <https://events.wexphotovideo.com>
- 6.2. Chosen event is subject to availability.
- 6.3. Voucher cannot be exchanged for cash or any other item.
- 6.4. Voucher can only be used once by the recipient and cannot be gifted or sold to another person(s).
- 6.5. Should the event cost less than the voucher, no change (in the form of cash or vouchers) will be given.
- 6.6. Voucher is valid for any Wex Events event that takes place between 01.09.2019 – 01.09.2020
- 6.7. Standard events terms and conditions apply – visit <https://events.wexphotovideo.com/terms-and-conditions>
- 6.8. Hasselblad camera loan: The camera will not be used for rental purposes during the loan (If so, Hasselblad reserve the right to make a rental charge on the Borrower).
- 6.9. The camera will not be taken out of the UK without prior notice and permission from Hasselblad (UK) Limited.
- 6.10. All items should be fully insured by the Borrower as the full replacement value (according to the current RRP price list) must be met by the Borrower should the equipment be lost, stolen or damaged.
- 6.11. If the equipment is not returned by the due date, Hasselblad reserves the right to invoice the Borrower for the full current RRP price of the item(s), unless Hasselblad have given any prior approval for any extension in writing.
- 6.12. Hasselblad will cover the cost of delivering the system to a UK address, and offer to provide any requested training on its use (in person if reasonably local to the HUK office in Amersham, or via a call if not local). The Borrower will then be responsible for returning the system back to Hasselblad in time for the end of the loan period.
- 6.13. The loan will consist of one camera body and two associated lenses (Borrower to inform of desired focal lengths). The camera system and lenses are subject to availability at the time of the loan period, and if not available, the closest alternative will need to be offered if the loan period cannot be rescheduled.
- 6.14. The offer of the loan is only valid for three months from the date of the winner's announcement, ie: the Borrower will need to book the loan with Hasselblad, for the loan period to start within three months of the prize winner being announced.
- 6.15. The loan only covers the camera system – ie; camera body, lenses, tether cable, battery and charger. All other equipment required for any associated shoot must be sourced separately by the Borrower – ie; lighting, computers, set and props, location, subjects/models, etc.
- 6.16. The Borrower agrees to provide Hasselblad with an interview and the right to feature a selection of the resulting project images as a potential news story on its website and social media channels, with full credit of the image assets given to the Borrower.
- 6.17. Photography Course London: Voucher expires on 30/06/20. Cannot be used in conjunction with any other discounts or offers. Valid for the Beginners Guide to Digital Photography Level 1 Course at Photography Course London. To book, enter the certificate number into the promotional coupon code section of the booking form for your chosen date.

- 6.18. Matthew Seed Masterclass: The Masterclass will take place in Cheshire at Matthew Seed's studio and will include a visit to a local yard to photograph a horse and rider.
- 6.19. The winner must make their own transport arrangements to the Cheshire studio. Transport will be provided by Matthew Seed from the studio to the local yard and return.
- 6.20. The Masterclass must be arranged within three months of the announcement of the winner.
- 6.21. The winner may use their own camera or the loan camera from Hasselblad for the Masterclass.
- 6.22. Any images taken by the winner on their own camera or loan camera during the Masterclass may be retained by the winner for personal reference. These images must not be used for any commercial purposes without the express written consent from both Matthew Seed and The Brooke.
- 6.23. In the event of the winner being unable to attend the arranged Masterclass for any reason then another date may be arranged at the discretion of Matthew Seed.

## 7. Winners

- 7.1. The decision of the judges nominated by the Promoter is final and no correspondence or discussion will be entered into.
- 7.2. The winners of the competition will be announced once the panel of judges has reached its decision as soon as practicable after the Closing Date (Announcement Date).
- 7.3. The Promoter will contact the winner personally as soon as practicable after the Announcement Date, using the telephone number or email address provided with the competition entry.
- 7.4. The Promoter will send the name and county of the winner to anyone who writes within one month after the Closing Date of the competition requesting details of the winner and who encloses a self-addressed envelope to the address set out in clause 1.

## 8. Claiming the prize

- 8.1. The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize within seventy two hours of being contacted by the Promoter, the Promoter reserves the right to offer the prize to a reserve winner in each category selected from the correct entries that were received before the Closing Date.
- 8.2. The Promoter does not accept any responsibility if you are 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. Ownership of competition entries and intellectual property rights

- 10.1. You agree that the Promoter may, but is not required to, make your entry available on its website [www.thebrooke.org](http://www.thebrooke.org) and any other media, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry [and any accompanying materials], to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry [and any accompanying materials] for such purposes.]

11. Data protection and publicity

The Promoter will only process your personal information as set out in the Privacy Statement set out on its website at [www.thebrooke.org](http://www.thebrooke.org).

- 11.1. The Promoter reserves the right to cancel or amend the competition in the event of war, civil disturbance, Act of God, or any other event outside the Promoter's control. The Promoter will notify entrants of any such cancellation or amendment as soon as is reasonably practicable.

General

- 11.2. 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.
- 11.3. The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.
- 11.4. These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.