

# NATURE IMAGES AWARDS 2011

CONCOURS INTERNATIONAL D'IMAGES ET DE REPORTAGES TERRE SAUVAGE - UICN

## L'image au service de l'homme et la nature

### COMPETITION RULES

The BAYARD NATURE ET TERRITOIRES company (hereinafter referred to as "The Organiser"), a simplified joint stock company with a share capital of 37,000 euros, SIREN company tax code 444 656 839, and whose registered office is located at: 300, rue Léon-Joulin, 31100 TOULOUSE, publisher of the magazine TERRE SAUVAGE, is organising a competition entitled "Nature Images Awards 2011" between 24 March and 15 July 2011 (hereinafter referred to as "the Closing Date").

#### Article 1 : competition description

Nature Images Awards 2011 is an operation supported by several partners, the objective of which is to showcase images (photography and video) about nature and Mankind. These partners, hereinafter referred to as "The Partners", are:

- the IUCN - International Union for the Conservation of Nature
- the Club d'entreprises Terre Sauvage/Terre des Hommes
- the GDT - Gesellschaft Deutscher Tierfotografen
- Natureparif
- the French Forestry Commission (Office National des Forêts)
- Délachaux et Niestlé publishers
- Bayard Nature et Territoires, publisher of the Terre Sauvage magazine.

The operation will be carried out in the form of an image competition, hereinafter referred to as "The Competition" open to both professionals and amateurs of all ages, irrespective of their nationality and their place of domicile.

#### Article 2 : Entry Conditions

The competition is open to all photographers and videographers of all nationalities, residing in any country and of any age.

Under 18s must enter through their parents. Any entry made by persons under 18 years of age represented by their parents shall be conducted under the full responsibility of the holders of parental authority over the under-18 in question.

The term "parents" shall be understood to mean the person holding parental authority with regard to a entrant under the age of 18 (father and/or mother, or guardian). The organiser reserves the right to perform any checks, including identity and/or parental authority prior to any entry or allocation of prizes.

Employees of BNT, its subsidiaries and its suppliers and partners involved in the competition, either directly or indirectly, as well as their family members (parents, direct descendants and collaterals) and their spouses are not eligible to take part in the competition.

#### Article 3 : Competition Procedure

Entry in the competition shall be performed in four stages on the website [www.natureimagesawards.com](http://www.natureimagesawards.com) (hereinafter referred to as "The Website"). No other methods of entry shall be permitted.

##### a - Registration

To register, entrants must enter their details in the "Create my contestant area" section of the Website, as proof of their identity.

The term "Entrant" shall be understood to mean the entrant him or herself, where persons under the age of 18 are represented by one of their parents. The details entered by Entrants shall be binding upon confirmation. The Organiser reserves the right to verify the accuracy of the details provided by entrants.

To confirm their participation and to submit entries, Entrants must pay standard participation fees online by credit/debit card or using a secure Paypal payment. The entry fee stands at 15 euros per Entrant, including tax.

Once the entry fee has been paid, Entrants will receive an e-mail confirming their participation. This e-mail will include their username and password to enable them to

submit entries.

## **b - Submitting entries**

Once registered, Entrants can submit up to a maximum of 5 entries in the categories of their choice.

An entry shall be understood to mean the submission of:

- Ø either a set of files making up a complete series in categories A, B, C, D or E
- Ø or a photo file in categories F, G or H
- Ø or a video file in category I

Entrants may submit more than one entry in a single series, up to a maximum of 5 (five) entries in total.

The same entry may not be submitted in more than one category.

An entry submitted in the wrong category will not be considered by the panel of judges.

Depending on the categories chosen, Entrants shall submit either one or a series of image files, or a video file.

Images which have already been awarded prizes in other competitions will not be selected.

Images of wildlife conducted under domestic or breeding conditions are permitted, provided that said circumstances be indicated in the caption attached to the image.

### **Technical data and digital publishing**

- Submitted photographs may be digital images or scans of pictures or slides in high definition.
- All files must be provided in an RGB colour profile. The most suitable profiles are Adobe RGB or sRGB profiles.
- It is very important that Entrants do not transform the nature of proposed images and files, although the technical options which may be used are acknowledged:
  - § - The addition or removal of elements of the picture and the use of a digital filter are prohibited.
  - § adjustments of hue, contrast, sharpness enhancement and colour temperature are permitted if they are minor and do not alter the nature of the original image.
  - § HDR images and panoramas made up of more than one image are permitted, provided that the composite files are not modified.
  - § images taken with multiple exposures are permitted if they are the result of a single file generated by the device used.
  - § cropping is permitted, but should not exceed 30% of the original area.

**To prove the authenticity of images, the original files must be provided if the images are selected for the final adjudication.**

### **Photo file: Entrants should send JPG preview files.**

- The file sent must be in JPG format
- The longest edge of the image, be it the width or height, must be exactly 1400 pixels.
- The JPG preview files must be of the highest possible quality. The sharpness of these files may be enhanced.

### **Video file : Entrants should send MP4 preview files**

- The file sent must be in MP4 format
- The video length should not exceed 3 minutes.
- The file size must be less than 50 MB

A file sent may be edited, deleted or replaced by another file before the deadline for participation.

## **c - Nomination for final presentation to the panel of judges**

If nominated for one of their entries, Entrants shall provide new files for the final panel of judges, three weeks before the panel meets, using the method stated by the organiser:

- o Photo file: original RAW file (e.g., NEF, CRW, CR2, PEF) or unmodified JPG. A DNG file is permitted if it is a native file.
- o Video file: original edit in an uncompressed format

The relevant Entrants shall be informed of their nomination by e-mail no later than 20 August 2011. They should send the requested files by 20 September 2011 at midnight CET, in accordance with the instructions provided.

The relevant entries shall be disqualified in the event that the files are not sent by the abovementioned date.

Any changes noted on the original files (cropping, copying, recording, etc.) will result in the entries being disqualified.

#### **d - For the winners**

Entrants whose entries are judges as winners or which are given a special mention by the panel of judges should send files suitable for the production of exhibitions and various promotional tools.

The winners will be notified on 15 October and should send the requested items by 30 October.

The decision of the panel of judges to award a prize for an entry will only be definitively confirmed by sending these files.

- o Photo file: high resolution TIF or JPG file, alongside the features and a description of the photograph. A JPG or TIF file provided for printing must be of the highest possible quality and of a size suitable for printing exhibition displays of 80 x 120 cm.
  
- o Video file: final edit, uncompressed, on the ftp server indicated by the Organiser.

### **Article 4 : Validity of entries**

By entering the Competition, Entrants guarantee that they are the single authors of the submitted entry or entries, and that they hold the intellectual property rights relating thereto, and that the information sent in connection with the entries is relevant and accurate.

All Entrants therefore guarantee that the images that they submit constitute an original work of which they are the author, that they are not infringing the rights of any third parties and that they will take responsibility for any claim or demand made by one or more third parties with regard to image rights.

All Entrants guarantee that the pictures they submit were produced in compliance with the laws relating to nature conservation applicable in the country concerned, and that they hold any necessary authorisation.

At the time of submitting an entry on the [www.natureimagesawards.com](http://www.natureimagesawards.com) website, Entrants must tick the boxes confirming:

- that they are the author and the sole holder of the intellectual property rights for the proposed images and that they attest that the proposed images are original and unpublished
- that they hold the rights granted by people photographed or filmed.
- that they have read and unreservedly agree to the rules.

As this game is a competition and not a commercial lottery, the entry fee to the competition will not be refunded.

All Entrants hereby grant their irrevocable authorisation to the Organiser to publish their name for the purposes of promoting the operation, especially in the case where a submitted image is a prizewinner.

The act of submitting an entry shall mean that each entrant accepts these rules, and that they declare that they have read and understood the rules.

Entrants are informed and do hereby agree that an entry which the Operator deems not to comply with these rules shall be disqualified. Should this occur, the Entrant shall not be entitled to any refund of their entry fee.

All Entrants are informed and do hereby agree that any decision by the Operator with regard to application of these rules shall be final and without appeal, and that there shall be no entitlement to compensation or negotiation of any kind whatsoever.

### **Article 5: Panel of judges and description of the selection process**

#### **5.1. Categories**

The competition is comprised of 9 categories, 8 of which are devoted to photography.

##### **Category A: "People and Places Photo-report"**

- Photojournalism in 10 to 12 images

Entries should set out how people (village, region, country, or any other type of human

community) carry out their economic development based on the preservation or restoration of biodiversity (wild or domestic) at the location in which they live. Aside from the technical and artistic quality of the photos, the panel of judges will examine the interest of the proposed entry, the cohesion and quality of the image-based narrative, and the fact that the benefits (or hopes if the initiative is in progress) for the community concerned are clearly highlighted.

Each entry should be accompanied by a text of no more than 150 words, written in either French, English, German, Spanish or Italian. This text should be a summary or a synopsis of the photo-report.

#### **Category B: "Nature and Society Photo-report"**

- Photojournalism in 10 to 12 images

*Entries should show how one or more individuals are finding (or regaining) their dignity, fulfilment, self esteem and their hopes for the future through an initiative that puts them in contact with nature in the broadest sense (not necessarily out in the wilderness).*

*Aside from the technical and artistic quality of the photos, the panel of judges will examine the interest of the proposed entry, the cohesion and quality of the image-based narrative, and the fact that the benefits (or hopes if the initiative is in progress) for the individual(s) concerned are clearly highlighted.*

Each entry should be accompanied by a text of no more than 150 words, written in either French, English, German, Spanish or Italian. This text should be a summary or a synopsis of the photo-report.

#### **Category C: "Urban Species" (Natureparif prize)**

- Photojournalism in 6 to 8 images

*Entries should show one (or more) animal or plant species living in an urban environment. This may be about an individual or a "family", telling a story about a single species or by combining multiple animal and/or plant species. Aside from the technical and artistic quality of the photos, the panel of judges will examine the naturalist relevance of the photo-report, the cohesion and quality of the image-based narrative.*

Each entry should be accompanied by a text of no more than 150 words, written in either French, English, German, Spanish or Italian. This text should be a summary or a synopsis of the photo-report.

#### **Category D: "Life of a Species Photo-report"**

- Photojournalism in 6 to 8 images

*Entries should show a plant or animal species and tell its life cycle throughout the year. The chosen species may be familiar or exotic, common or unusual, threatened or not, but it must necessarily be a wild species. Aside from the technical and artistic quality of the photos, the panel of judges will examine the naturalist relevance of the photo-report, the cohesion and quality of the image-based narrative.*

Each entry should be accompanied by a text of no more than 150 words, written in either French, English, German, Spanish or Italian. This text should be a summary or a synopsis of the photo-report.

#### **Category E: "Artistic series"**

8 to 10 "Gallery" style photographs

*Series should show nature from a clearly defined and highlighted artistic standpoint. Aside from the technical and aesthetic quality of the photographs, the panel of judges will assess the relevance, boldness, novelty, originality and cohesion of the artistic choice.*

Each entry should be accompanied by a text of no more than 150 words, written in either French, English, German, Spanish or Italian. This text should give a summary explanation of the viewpoint and the artistic choices made by the entry's author.

#### **Category F: Wildlife**

Single image

*Submitted photographs should show an animal species, regardless of species type, its location, behaviour, etc., but it must be wild species not in captivity. Aside from the technical and aesthetic quality of the photographs, the panel of judges will assess their interest and naturalist relevance alongside their boldness, novelty, and the originality of the choice made.*

#### **Category G: Forest**

Single image

**Submitted photographs must show an aspect of nature in the forest, regardless of forest type, or of the continent in which the image is taken.** *Aside from the technical and aesthetic quality of the photographs, the panel of judges will assess their interest and naturalist relevance alongside their boldness, novelty, and the originality of the artistic choice made.*

## Category H: Other nature topics

Single image

**The photographs submitted in this category may cover all topics in botany, geology, landscape, etc.** *Aside from the technical and aesthetic quality of the photographs, the panel of judges will assess their interest and naturalist relevance alongside their boldness, novelty, and the originality of the artistic choice made.*

## Category I: Video

- Clip – maximum length of 3 mins

**Submitted videos should show a freely-chosen subject dealing with untamed nature or with a man-made initiative that has a positive relationship with nature.**

Aside from picture and sound quality, the panel of judges will assess the effectiveness of the editing and the interest, originality and relevance of the entry from a naturalist or societal viewpoint.

Each entry should be accompanied by a text of no more than 150 words, written in either French, English, German, Spanish or Italian. This text should be a summary or a synopsis of the photo-report.

**As well as the supporting text mentioned for categories A, B, C, D, E and I, each image submitted must be accompanied by:**

- a caption
- the place and country where the photograph/video was taken
- a description of the equipment used

## 5.2 Selection

### Pre-selection stage

A pre-selection panel of judges made up of photography and video professionals will select the winners. Using rules of anonymity, the pre-selection panel of judges will select 30 nominees per category after the closing date to put before the final panel.

Nominees will be notified of their selection by e-mail no later than 20 August 2011.

### Presentation to the Panel of Judges

The panel of judges will be made up of photography and video experts, professional photographers, representatives from Terre Sauvage and its partners, and experts in fields relating to the categories themselves.

It will meet before 15 October 2011 to select the winners, namely the 1st, 2nd and 3rd prize in each category.

It will award the grants provided for categories A, B and C.

At the end of the selection of the winners for each category, the panel of judges will award the "Grand prize - all categories" to one of the 9 prizewinners from each category, for the originality of their work, be it a single photograph, a series of photographs or a video.

It reserves the right to award special mentions.

The winners will be notified of their nomination by e-mail no later than 30 October 2011.

The panel of judges shall have full authority and its decisions are final.

## Article 6 : List of prizes

### 6.1. Description of prizes by category

The competition has the following prizes:

#### Category A:

30 entries are nominated, of which 3 will be winners:

- 1<sup>st</sup> prize: €2000
- 2<sup>nd</sup> prize: €1000
- 3<sup>rd</sup> prize: €500

The panel of judges will also award a grant of 5000 euros to fund a photo-report on a topic and a site chosen by the prizewinner from a list of subjects proposed by the "IUCN."

#### Category B:

30 entries are nominated, of which 3 will be winners:

-1<sup>st</sup> prize: €2000

-2<sup>nd</sup> prize: €1000

-3<sup>rd</sup> prize: €500

The panel of judges will also award a grant of 3000 euros to fund a photo-report on a topic and a site chosen by the prizewinner from a list of subjects proposed by the "Terre Sauvage/Terre des Hommes club" partner.

**Category C:**

*30 entries are nominated, of which 3 will be winners:*

-1<sup>st</sup> prize: €2000

-2<sup>nd</sup> prize: €1000

-3<sup>rd</sup> prize: €500

The panel of judges will also award a grant of 3000 euros to fund a photo-report on a topic and a site chosen by the prizewinner from a list of subjects proposed by the "Natureparif" partner.

**Category D:**

*In this category, 30 entries are nominated, of which 3 will be winners:*

-1<sup>st</sup> prize: €2000

-2<sup>nd</sup> prize: €1000

-3<sup>rd</sup> prize: €500

**Category E:**

*30 entries are nominated, of which 3 will be winners:*

-1<sup>st</sup> prize: €2000

-2<sup>nd</sup> prize: €1000

-3<sup>rd</sup> prize: €500

**Category F:**

*30 entries are nominated, of which 3 will be winners:*

-1<sup>st</sup> prize: €500

-2<sup>nd</sup> prize: €300

-3<sup>rd</sup> prize: €200

**Category G:**

*30 entries are nominated, of which 3 will be winners:*

-1<sup>st</sup> prize: €500

-2<sup>nd</sup> prize: €300

-3<sup>rd</sup> prize: €200

**Category H:**

*30 entries are nominated, of which 3 will be winners:*

-1<sup>st</sup> prize: €500

-2<sup>nd</sup> prize: €300

-3<sup>rd</sup> prize: €200

**Category I:**

*30 entries are nominated, of which 3 will be winners:*

-1<sup>st</sup> prize: €500

-2<sup>nd</sup> prize: €300

-3<sup>rd</sup> prize: €200

Prizes may not be exchanged for other prizes.

In the event that a partner changes one of the prizes at stake, the Organiser may not be held liable for this. However, the Organiser shall make every effort to replace this with a prize of an equal or greater value without it being possible for any claim to be lodged in this regard.

The grants will be sent to the winners in two payments:

- First payment of 50% of the grant amount on the date of confirmation of the subject and the dates of the photo-report from the winner and the partner providing the grant.
- Second payment of 50% of the grant amount on the date that the photographs or videos taken during the report are delivered to the Organiser.

In the event that the winner rejects the grant in writing, the Organiser will offer this grant to the second-placed entry in the relevant category, and then to the third-placed entry in the event of refusal from the second-placed entrant. In the event that the top three entrants in the relevant category refuse the grant, it will not be awarded to any entrant.

The grant should be used by the winner within 12 months of publication of the results. In the event that the photo-report is not produced, the entrant agrees to refund all sums previously paid.

## 6.2 Description of the Grand Prize for all categories

The grand prize for all categories shall be provided by the *Objectif Nature* tour operator, in the form of:

A safari in Botswana for 2 people, with a value of: €3000 per person, or a total value of €6000, 11 days / 8 nights.

The winner can take this prize with the person of their choice.

The travel dates will be determined by *Objectif Nature* and will be subject to availability from the various providers.

The organisation conditions for the safari will be defined with departure from Paris. *Objectif Nature* and the winner will work together to change the location to the country of the winner, if necessary, without this change being able to constitute a change in the cost of the trip; any supplement / change shall be payable by the customer.

The travel dates will be set between 15 October 2011 and 30 June 2012.

If the winners cannot make themselves available for any of the dates proposed by *Objectif Nature*, they will lose the prize. It cannot be deferred or transferred.

No partial or total financial equivalent may be requested by the winner for any reason whatsoever.

### The prize includes:

- An international scheduled flight - Paris / Johannesburg / Paris in economy class, with AIR FRANCE or similar (subject to confirmation)
- Flight - Johannesburg / Maun and Victoria Falls or Livingstone / Johannesburg in economy class
- Collection at the airport upon arrival by our local partner
- Accommodation in double tents - 7 nights full board
- Standard class accommodation in a double room at Victoria Falls or Livingstone
- 1 night with breakfast
- Safaris in a 4 x 4 vehicle with driver / English speaking guide
- Road transfers
- Travel itinerary and documents.

### The prize does not include: (payable by the winner and the person they travel with)

- Administrative and dispatch fees: 20 euros per person
- Visa requirement / Consular fees for Zambia and/or Zimbabwe visas
- The costs for obtaining visas by *Objectif Nature*: €50 per person per visa
- International airport taxes (for information only, subject to change by the airline without notice) 350 euros per person
- Taxes in the park(s) and reserve(s)
- Drinks and personal expenses
- Tips for the guide(s), driver(s), carriers throughout the trip
- Meals not listed in the schedule
- Single room supplement
- Supplement for incomplete groups
- All tours and excursions not listed in the schedule.
- any trip extension
- Excess baggage weight (above 20kg per person maximum)
- Rental of photographic and visual equipment.

- The shipping cost of your travel itinerary and documents.
- Pre/post transportation to Paris
- Repatriation assistance insurance 20 euros per person
- Cancellation and lost luggage insurance: 3.7% of the total trip.
- Comprehensive insurance 4.9% of the total trip.

## Article 7 : INTELLECTUAL PROPERTY

### 7.1 Transfer of usage rights for photographs and videos submitted to the Competition

By submitting a photograph or a video to the Competition, along with a summary or synopsis associated with this photograph or video, the Entrants, if nominated under the conditions provided in articles 5.2 and 6.1 of the present rules, freely grant the Organiser and its Partners the right to reproduce, display, adapt and communicate this photograph, separately or in connection with the report from which it is taken, and this video, as well as the summary or synopsis associated with this photograph or video, on any medium and using any procedure, present or future, for the purposes of promoting the business of the Organiser or its Partners, as well as for any uses which relate to the Competition, throughout the world

The use of these photographs or videos, and the associated summary or synopsis, in connection with the Competition, shall include :

- the production of one or more exhibitions which may be distributed in any country;
- the production of one or more portfolio-style works, in book form or in the form of a special edition of Terre Sauvage magazine;
- the publication of any item in Terre Sauvage magazine;
- distribution on any digital medium, application for graphics tablet, DVD, CD-ROM,
- the distribution of any digital adaptation of photographs or videos, as well as their associated summary or synopsis, through any means of public online communication, through any wired or wireless networks, especially all websites, Extranet or Intranet sites as well as any interactive system intended for mobile telephones, personal digital assistants or other receiver devices, enabling any third party to view or download them, in part or in full, either free of charge or in consideration for a fee;
- distribution on any conventional or digital television channel;
- publication on any medium and by any procedure for the purposes of promoting the Competition, including but not limited to, any press releases, brochures, leaflets, posters, websites, and especially the provision of photographs to any press agencies or bodies, French or otherwise, subject to the commitment by these latter parties to free usage limited to three images.

By submitting a photograph or video to the Competition, Entrants, if nominated under the conditions provided under articles 5.2 and 6.1 of these rules, shall also freely grant the Organiser the right to reproduce and display said photograph, either separately or in connection with the report from which it is taken, or this video, and to reproduce and show the summary or synopsis associated with this photograph or video, or in view of their publication, in the "Terre Sauvage" magazine, in any of its version, on any printed, electronic, optical or digital medium and by any public online communications procedure.

The author shall be credited for any work used.

The rights granted above are granted for a period of two years as of the date of publishing the Competition results.

The Entrants do hereby acknowledge that they transfer the usage rights detailed in this article to the Organiser and to its Partners in accordance with these rules.

This transfer is granted free of charge.

Any further usage of the photographs and videos following the end of this two year period shall be subject to an explicit usage authorisation request put before the authors of the aforementioned works.

### 7.2 Transfer of usage rights on photographs or videos taken from reports created by the three Competition winners

The three winners of Competition categories A, B and C who have, under the conditions set out in article 5.2 of these rules, won the grants detailed in article 6.1 of these rules intended to fund a new photo-report, shall transfer all rights of reproduction, representation and adaptation of the images which are created as part of the reports funded by said grants to the Organiser and its Partners, by virtue of the adherence of these winners to these rules, where said images shall hereinafter be referred to as the "Images", either separately or in connection with these photo-reports, on any medium and through any procedure, present or future, for the purposes of promoting the business of the Organiser and its Partners, and for any usage in connection with the Competition, throughout the world.

The use of the Images in connection with the Competition includes :

- the production of one or more exhibitions which may be distributed in any country;
- the production of one or more portfolio-style works, in book form or in the form of a



- special edition of Terre Sauvage magazine;
- the publication of any item in Terre Sauvage magazine;
- distribution on any digital medium, application for graphics tablet, DVD, CD-ROM,
- the distribution of any digital adaptation of the Images, through any means of public online communication, through any wired or wireless networks, especially all websites, Extranet or Intranet sites as well as any interactive system intended for mobile telephones, personal digital assistants or other receiver devices, enabling any third party to view or download them, in part or in full, either free of charge or in consideration for a fee;
- distribution on any conventional or digital television channel;
- publication on any medium and by any procedure for the purposes of promoting the Competition, including but not limited to, any press releases, brochures, leaflets, posters, websites, and especially the provision of photographs to any press agencies or bodies, French or otherwise, subject to the commitment by these latter parties to free usage limited to three images..

Due to the fact of their adherence to these rules, the three winners shall also transfer to the Organiser, free of charge, the right to reproduce, represent and adapt the Images, either separately or in connection with the report from which they are taken, for publication in "Terre Sauvage" magazine, in all its versions, on all print, electronic, optical or digital media and through all public online communications procedures.

The authors of the Images used will be credited.

The rights transferred above are granted for a period of two years of the submission of the Images to the Organiser, which shall occur within 12 months at the very latest following publication of the Competition results.

The Winners do hereby acknowledge that they transfer the usage rights detailed in this article to the Organiser and to its Partners in accordance with these rules.

This transfer is granted free of charge.

Any further usage of the Images following the end of this two years period shall be subject to an explicit usage authorisation request put before the authors of the aforementioned works.

### 7.3 Guarantees

Due to the fact of their adherence to these rules, each Entrant shall guarantee the Organiser and its Partners that the photographs and videos submitted to the Competition, along with the Images, as defined in article 7.2 above in relation to the three winners, shall be entirely original and that they are the sole holder of all intellectual property rights on these images, especially all copyright and all neighbouring rights of video recording producer, with regard to the usages detailed in articles 7.1 and 7.2 above.

To this end, and in accordance with these rules, they shall guarantee that :

- they hold full powers and the capacity to grant the rights transferred under the present rules, and that these rights are not and shall not, under any circumstances, be given in consideration for or shouldered with any easement in favour of a third party;
- they shall not, through the transfer to a third party or by any other means, commit any act which is liable to compromise this transfer of rights, or which is liable to prevent or hinder the full enjoyment by the Organiser and its Partners of the rights transferred to them;
- they will not include any reproduction or reconstruction into the photographs and videos submitted to the Competition which are liable to breach the rights of third parties or infringe the applicable rules, especially as regards forgery, defamation, breaches of public decency or privacy, and which are liable to disturb the usage of said photographs and videos;
- they will obtain all permissions relating to image rights of the people and property shown in the photographs and videos submitted to the Competition.

Each Entrant shall be personally responsible both to third parties and to the Organiser and its Partners for the failure to observe these provisions and they shall guarantee these latter parties against any confusion, claims or proceedings which may arise from this breach of guarantee. Each Entrant shall be responsible for any payments which may be owed by the Organiser or by its Partners in this regard.

As part of the digital usage of the photographs and videos submitted to the Competition, the Organiser may use technical protection and/or information measures in electronic form, relating to all or part of said photographs and/or videos. The use of such technical and/or information measures in electronic form may arise from a commercial decision or from technical requirements, with the aim of protecting images against actions which are not permitted with by Law or by the Organiser, the identification of photographs and videos and the management of access rights to them.

Upon written request sent to the Organiser, the nominees may obtain information relating to the main features of the aforementioned technical measures which have been used for the digital usage of the photographs and videos, as detailed above.

### Article 8 : Competition Promotion

For the sole reason of their participation in this Competition, each Entrant grants their prior authorisation to the organiser to use their name and likeness for any promotional campaign relating to this competition, within a limit of two years from the Closing Date of

the Competition, without this usage giving rise to any remuneration or compensation whatsoever.

## **Article 9 : Use of Personal Data**

The personal details provided by the Entrants are essential for processing entries by the Organiser. Entries cannot be accepted without these details. With the exception of persons under the age of 18, these details will be communicated to the service providers processing said details, as well as to commercial partners of the Bayard Presse group, to which the organising company belongs.

Under the law of 6 January 1978 as amended by the law of 6 August 2004, entrants have the right to object to their data being used for marketing purposes. Entrants may request access to, and the correction of, this data from the organiser at the following address:

Terre Sauvage/Concours Nature Images Awards - BNT, Savoie Technolac, BP 308, 73377 LE BOURGET-DU-LAC CEDEX

## **Article 10 : Liability**

As participation in the Competition is conducted over the Internet, this implies knowledge and acceptance of the characteristics and limitations of the Internet, especially regarding technical performance, highly variable bandwidth rates, loading times and routing of responses, lack of protection of certain data against misappropriation and the risks of contamination by viruses circulating on the network. Accordingly, the organising company shall not be held liable for the following (this list is not exhaustive):

- Any information provided on consulted services,
- Data transfer,
- Network saturation,
- Any server outages,
- The failure of receiving equipment or telephone lines,
- Loss of data,
- The consequences of any virus or bug,
- Any technical failure preventing or limiting the opportunity to participate in the competition.

The competition may be withdrawn, suspended or altered due to circumstances beyond the control of the organising company which make it impossible to keep the contest online, such as requirements made by authorities of any kind, hacking, etc.

The Organiser shall take all necessary measures to ensure that the rules are complied with, but it shall not be held liable if this competition has to be modified, shortened, postponed or cancelled for any reason whatsoever.

In any event, it reserves the right to extend the period of participation.

In the event of cancellation without notice, the organiser shall reimburse the entry fees to entrants.

The Organiser accepts no responsibility for any damage or alteration arising on the submitted images.

It also assumes no liability for non-compliance by a third party of its obligation to credit the images used.

## **Article 11 : Application of the Rules**

Participation in this competition requires the full and unreserved acceptance of these rules by each entrant. No oral or telephone requests concerning the interpretation or application of these rules shall be answered.

All the reference times given in these rules refer to local time in Paris.

Any dispute or claim relating to this contest should be made in writing and shall not be taken into account beyond the period of one month from the closing date of the competition.

Any disputed interpretation of these rules, and all situations not covered shall be governed in full authority by the organiser. In the event of a dispute regarding the meaning of the provisions of these rules, only the French text shall prevail.

The Organiser will take all necessary steps to comply with these rules. Any cheating or failure to respect these rules may lead to exclusion from the competition of the infringing party. If necessary, the organiser reserves the right to initiate legal proceedings against said person.

## **Article 12 : Availability of the Rules**

These rules can be viewed online at [www.natureimagesawards.com](http://www.natureimagesawards.com) and they can be sent out by post upon request made to the following address:

Terre Sauvage/Concours Nature Images Awards - BNT, Savoie Technolac, BP 308, 73377 LE BOURGET-DU-LAC CEDEX