State of the roads:

Photography competitions. Terms and conditions.

June 2018

Terms and Conditions

Before submitting your best pics, take a few minutes to read our terms and conditions ("Terms"). When you submit your entry you will be deemed to agree to these Terms.

References to "you" are to the competition entrant.
References to "we", "us", "our" or similar are to the National Assembly for Wales Commission, Cardiff Bay, Cardiff CF99
1NA. We are the promotor of this competition.

Terms and Conditions

- The competition is entitled "State of the Roads in Wales" and is open to all members of the public aged 18 or over including professional photographers.
- 2. It is a condition of entry that the Terms are accepted as final and you agree to abide by these Terms. Submission of an image will be taken to mean acceptance of the Terms.
- 3. The entries will be judged by a panel of judges. The decision of the judges (acting reasonably) is final and no correspondence or discussion will be entered into. The winner will be announced on the Committee Twitter account, the National Assembly webpage and through the Assembly Twitter and Facebook page on 23 July.



- 4. Images depicting the state of the roads in Wales should be submitted via email to seneddoutreach@assembly.wales Photographs submitted must be complete and the submission must attach your name and email address along with the date the image was taken and the location of the image submitted.
- 5. Postal entries and entries from people under the age of 18 will not be accepted. We reserve the right to ask you to confirm your age.
- 6. Only images taken of adopted roads in Wales will be accepted. Images of unadopeted or private roads will not be accepted.
- 7. Image files must be 300 dpi and no more than 10MB and should be a minimum of 2600 x 2000 pixels in JPEG, PNG or TIFF format. Entries which do not conform to these requirements will not be accepted.
- 8. All images submitted must be your original work and must not have been published elsewhere or have won a prize in any other photographic competition. Entries must not infringe any third party rights and it is your responsibility to ensure that any images you submit do not infringe the rights of any third party or any laws. In consideration of us considering the image that you have submitted you:
 - o warrant that:
 - the image that you have submitted is your own work and that you own all intellectual property rights in it; and
 - there are no conflicting agreements in place that restrict the usage of the image; and
 - will indemnify us to the fullest extent permitted by law in respect of any claim made by any third party which relates to the image you have submitted.
- 9. Once you have submitted an image you cannot withdraw it unless we consent to such withdrawal.
- 10. Images in which a person or vehicle number plate is recognisable, or which depict works which may be subject to intellectual property rights owned by third parties (such as sculptures, statues and paintings) will not be accepted.

- 11. Images that contain sexually explicit, nude, obscene, violent or other objectionable or inappropriate content, as determined by us in our sole discretion, must not be submitted and will not be accepted.
- 12. Minor digital adjustments to submitted images are allowed, such as crop, levels, curves, contrast, colour, saturation and sharpening. However the image must still be a faithful representation of the original scene. You must not use composite or multiple exposures.
- 13. You will retain the rights in all images submitted for this competition but, in consideration of us considering the image that you have submitted and as a condition of entry in to the competition, you agree to grant to us a non-exclusive, royalty free, worldwide, irrevocable licence for the full period of any intellectual property rights in the entry which enables us to feature any or all of the submitted images in any of our publications, websites and/or in any promotional material and to otherwise use, display, publish, transmit, copy, edit, store, re-format and sub-license the entry to third parties.
- 14. Events may occur that render the competition itself or the awarding of the prizes impossible due to reasons beyond our reasonable control and accordingly we may at our absolute discretion vary or amend the competition and you agree that no liability shall attach to us as a result thereof.
- 15. Details about the winners and their entries will be used by us for publicity purposes in accordance with our privacy notice.
- 16. Entries will not be accepted before 00:01 on Thursday 7 June or after 12:01 on Monday 13 July 2018.
- 17. We will not accept responsibility for entries which are lost, mislaid, damaged or delayed in transmission, regardless of cause, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind, nor will we accept proof of transmission as proof of entry to the competition.
- 18. In submitting your image, you warrant that the image does not include any malicious content or hidden data.
- 19. Late, illegible, incomplete, defaced or corrupt entries will not be accepted.

- 20. The winning entry will be that that which is judged to be the most visually appealing, original image which best depicts the theme of 'State of the Roads in Wales'.
- 21. The best images will be part of a public exhibition and will be on display at the National Assembly for Wales in Cardiff. The winner's image will also feature on the cover of a report published by the Economy, Infrastructure and Skills Committee of the National Assembly for Wales ("Report"). The winner and runners up will receive the exhibition print of their image and the winner will be invited to the Report launch.
- 22. No cash alternatives are available instead of the stated prize. The prize is not negotiable or transferrable.
- 23. We will notify the winner via the contact information provided at the time of entry; we may disqualify anyone who fails to respond to the notification within five business days.
- 24. You agree to participate in any reasonable publicity that we may require.
- 25. If there is any reason to believe that there has been a breach of the Terms, we may, in our sole discretion, reserve the right to exclude you from participating in the competition.
- 26. We reserve the right to hold void, suspend, cancel, or amend the prize or the competition where it becomes necessary to do so.

These terms and conditions shall be governed by Welsh law and the parties submit to the exclusive jurisdiction of the courts of Wales and England.