

2022 Photography Competition

'How We Age - Staying Active, Staying Social, Staying Connected'

COMPETITION RULES

These are the terms and conditions ("Rules") that apply to the *How We Age* photography competition ("Competition").

By entering the Competition, each entrant agrees to these Rules and confirms they have read and understood the Institute of Public Health in Ireland's [Privacy Notice](#).

The Institute of Public Health in Ireland informs public policy to promote health and wellbeing and reduce health inequalities in Ireland and Northern Ireland. The purpose of this Competition is to broaden the number and types of images available in a new 'How We Age' gallery of stock images. It is intended that the gallery of stock images will be used to better represent older people and ageing. The Institute intends to launch the 'How We Age' open access gallery of selected images on 1 October 2022 to mark International Day of Older Persons.

As a condition of entry, entrants permit the Institute to incorporate and use each entry in the 'How We Age' gallery of stock images (but entrants understand the Institute is not obliged to do so).

If you have any concerns or questions, don't hesitate to contact us at communications@publichealth.ie.

1. **Promoter:** Institute of Public Health in Ireland CLG, a company incorporated and registered in Ireland, with its registered office at 700 South Circular Road, Dublin. ("**Promoter**" or the "**Institute**").
2. **Entry period:** The Competition opens for entry on 8 April 2022 and closes at 11:59pm on 30 June 2022 ("**Entry Period**").
3. **Eligibility:** The Competition is only open to residents of Ireland and Northern Ireland aged 18 or over. Promoter reserves the right at any time to require proof of eligibility in such form as Promoter reasonably considers necessary.

Not eligible: Even if they meet the above criteria, the following persons are not eligible to enter the Competition: (i) any employee or other individual working for the Promoter; (ii) members of the immediate family and/or household (whether related or not) of any of those individuals; and (iii) anyone else professionally involved or associated with the operation, promotion or administration of the Competition.

4. **How to enter:** There is no fee to enter the Competition. To enter the Competition, entrants must do the following during the Entry Period:
 - a. Visit www.publichealth.ie/photo and complete the online entry form.
 - b. Submit up to three photographs that have an older person or older people as their subject, and reflect the competition theme of '*How we age - Staying Active, Staying Social, Staying Connected*'.
 - c. A limit of three (3) entries per person applies to the Competition – in case of excess entries, only the first three entries will be counted (except in the Promoter's sole discretion).

Before you enter, please ensure your entry complies with the Submission Guidelines set out below, and ensure you are familiar with these Rules and the ways in which your Submission may then be used in connection with this Competition and as part of the How We Age gallery of stock images.

5. **Submission Guidelines:** The entrant must comply with, and must ensure that their entry (“**Submission**”) complies with, the following guidelines (“**Submission Guidelines**”). The Promoter may make exceptions in its sole discretion if it considers it necessary or appropriate to do so:
- a. Each Submission must be the entrant’s own original work. By providing a Submission, each entrant warrants and represents (i.e. guarantees) that all elements of the Submission are the entrant’s own original work, that the Submission was created only by them and is owned only by them, and the use of the Submission for the purposes described in these Rules will not infringe the intellectual property rights (or any other rights) of any person or organisation.
 - b. Submissions must not have been created in the course of the entrant’s employment.
 - c. Submissions must not include recognisable third-party branding, trademarks or logos. Submissions must not include watermarks or frames. Submissions must not include third-party copyright work (such as a painting or photo) without permission.
 - d. If the Submission shows an identifiable person or more than one person, each person (or their parent or legal guardian if a minor) must have given their written consent to be featured in the Submission by completing the Consent Form provided. Any individual featured must be capable of giving valid, informed consent. The entrant must provide a copy of the completed Consent Form along with their submission or upon request if it is requested by Promoter.
 - e. If the Submission features an identifiable pet or animal, the owner of the pet or animal must have given their written consent for the pet or animal to be featured in the Submission. Permission must be obtained from an individual who is entitled to give and capable of giving valid, informed consent. The entrant must provide a copy of such written consent if requested by Promoter.
 - f. Submissions must not include any confidential information or personal information concerning any person (such as an identifiable address or medical information) without the written consent of that person (or their parent or legal guardian if a minor). The relevant individual must be capable of giving valid, informed consent. The entrant must provide a copy of any written consent if requested by Promoter.
 - g. Submissions must be in the form of a still digital image and must adhere to the following specifications: minimum 2400 pixels on the longest side, minimum 300 dpi, minimum JPEG quality 10; maximum size of each image is 15MB.
 - h. Submissions must be labelled with the name of the entrant and the title of their image(s), for example “*Smith-Mary_AuntyAliceChoirSinging*”. Entries that do not comply with this requirement will be deemed invalid (except in Promoter’s sole discretion).
 - i. Any digital file uploaded or otherwise supplied to Promoter must not include or contain any code of a malicious, destructive or disruptive nature (including malware or spyware).
 - j. Submissions must not be, or contain any material which is or may reasonably be considered to be, threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, inflammatory, in breach of confidence or otherwise unlawful.
 - k. By entering the Competition, the entrant warrants and represents (i.e. guarantees) that they have the right and authority to accept the Prize and that by doing so they will not be in breach of any agreement with or obligation to a third party.
 - l. All information provided by entrants as part of their Submission and in connection with this Competition must be true and accurate.
 - m. By entering the Competition, the entrant warrants and represents (i.e. guarantees) that he or she has not done anything or made any public statement (oral or in writing) that could reasonably be regarded as derogatory or disparaging of the Promoter, nor the individuals featured in the Submission.
 - n. By entering the Competition, the entrant warrants and represents (i.e. guarantees) that they know of no information, facts or circumstances related in any way to the entrant that could reasonably be considered damaging or embarrassing to Promoter by virtue of the association between Promoter and the entrant arising from entry into the Competition.

6. **IMPORTANT: Use of Submissions:** By entering, each entrant irrevocably agrees that:
- a. The Promoter has the right to use Submissions in the ways set out in these Rules, including the right to use the Submissions as part of and in connection with the Competition and related publicity.
 - b. The Promoter has the right but not the obligation to incorporate Submissions into the How We Age digital gallery of stock images that will be launched on or around 1 October 2022.
 - c. You will still own your Submission, but Submissions that form part of the How We Age digital gallery of stock images will be publicly accessible around the world and may be used by an unlimited number of individuals and organisations around the world in unlimited ways without further notification, compensation, permission or acknowledgement. Such images may be used commercially or non-commercially. No royalties or other compensation will be payable to entrants. The rights to use images that form part of the How We Age digital gallery of stock images shall be decided by the Promoter in its sole discretion and may be changed at any time.
 - d. Entrants grant an irrevocable, unrestricted, sublicensable, royalty-free licence, right and permission for the Promoter and any and all users of the How We Age digital gallery of stock images to use and exploit the Submissions, in any and all media whether now known or hereafter invented, throughout the world, in perpetuity (i.e. forever), including any part of any Submission, and to edit, crop and amend Submissions in unlimited ways.
 - e. Entrants waive all and agree not to assert any moral rights (or similar or equivalent rights) in their Submissions, wherever in the world such rights might apply or arise.
 - f. Entrants will not do anything, including entering into agreements with any third parties, that may have the effect of limiting, restricting, interrupting or interfering with the rights of the Promoter or any individual or organisation to use the Submissions in the ways permitted by or set out in these Rules.
 - g. Entrants will not do, say or publish anything that brings or is likely to bring users of their Submission(s) into disrepute.
 - h. Entrants may withdraw any of their Submissions before the end of the Entry Period by informing the Promoter formally in writing (via email to the email address set out in these Rules) before the end of the Entry Period. Otherwise, entrants cannot withdraw their Submissions or withhold or revoke permission for their Submissions to be used in the ways described in these Rules.
- Where the Promoter considers it appropriate and practical to do so, the Promoter will credit the entrants by name when the Promoter itself uses any Submissions on its website or social media channels. However, entrants agree and understand that when other organisations or individuals access and use any Submission that forms part of the How We Age digital gallery of stock images, they will have the right but not the obligation to credit any entrant.
- If you do not wish to accept these Rules or have your Submission used in these ways, please do not enter your Submission into the Competition.**

7. **Winner selection:** All valid and eligible entries will be shortlisted by a panel of judges comprising representatives of the Promoter and at least one independent judge. The final selection of images will also be judged by a panel of judges comprising representatives of the Promoter and at least one independent judge. The final judging will take place on or around the last week of July 2022.

At all stages, entries will be judged based on interpretation of the theme, artistic merit, emotion, impact, originality, aesthetic appeal and photographic skill.

In the event of a tie, the independent judge will select the winner from all tied entries using the original criteria. The decisions of the judging panel will be final and no correspondence will be entered into.

8. **Winner notification:** The prize winners will be notified using any of the contact details provided at the time of entry on or around the last week of July 2022. Promoter will make reasonable efforts to contact the winner, but it is the winner's responsibility to monitor their voicemail, email account, direct messages and other applicable messaging services, including any junk mail folders, for receipt of the notification. The successful entrant must accept a prize by confirming their eligibility and acceptance **within 14 days** of the date of the initial notification. If the entrant fails to do so, an alternative entrant will be selected and notified as set out above and must claim the prize within 14 days. The process will be repeated until there is a first, second and third prize winner

9. **Prizes:** The prizes are as follows (“Prizes”).
- a. Prize for first place Submission: Gift voucher for a leading photography equipment retailer to the value of €/£500, currency dependent on the entrant’s country of residence.
 - b. Prize for second place Submission: Gift voucher for a leading photography equipment retailer to the value of €/£300, currency dependent on the entrant’s country of residence.
 - c. Prize for third place Submission: Gift voucher for a leading photography equipment retailer to the value of €/£100, currency dependent on the entrant’s country of residence.

Subject to compliance with these Rules, the first, second and third place Submissions, along with any other Submissions the Promoter chooses in its discretion, will be added to the How We Age image gallery for wider use. Any other Submissions that are added to the How We Age image gallery for wider use will not be entitled to a prize, payment or other compensation.

10. **Prize conditions:** Prizes are non-transferable, non-refundable, non-exchangeable and no cash alternative is available. However, if Promoter considers it appropriate, or if it becomes necessary for reasons beyond Promoter’s control, a Prize may be varied or swapped for a suitable alternative in Promoter’s discretion. Prizes are subject to the gift card terms and conditions. Prize winners should ensure they are aware of any applicable expiry dates.
11. **Prize delivery:** The Prize will be sent to the winner’s postal address provided at the time of entry within 30 days after the date that Promoter receives the winner’s valid Prize claim.
12. **Publicity:** By entering the Competition, each entrant agrees that in the event that they win a prize the entrant will take part in reasonable publicity connected with the Competition if requested, and that Promoter is entitled (but not obliged) to use winners’ name and county, Submission and likeness in connection with publicity associated with the Competition.
13. **Liability:** Nothing in these Rules limits or excludes any person’s liability for death or personal injury caused by negligence, for fraud, or for any matter for which liability cannot be lawfully limited or excluded. In particular, consumers have legal rights in relation to products that are faulty or not as described and services which are not performed with reasonable care and skill and these legal rights are in addition to and are not affected in any way by anything contained in these Rules. However, to the fullest extent permissible by law, Promoter will not be liable for: (i) any loss, liability or damage caused by someone other than Promoter or someone acting under Promoter’s direct instructions and in accordance with Promoter’s instructions; (ii) any loss, liability or damage caused by any event or circumstance beyond Promoter’s reasonable control; (iii) any loss of profits or revenue, loss of anticipated savings or loss of goodwill; or (iv) any unavailability of Promoter’s website or app. Further advice about consumer rights is available from any local [Citizen’s Information Office](#), [Citizens’ Advice Bureau](#), or local [Trading Standards Office](#).
14. **No endorsement:** The Competition is in no way sponsored, endorsed, administered by or associated with any social media platforms. All third-party trademarks and other intellectual property rights are hereby acknowledged.
15. **Cancellation and variation:** Promoter reserves the right to vary, suspend or cancel the Competition and/or these Rules if it considers it necessary or appropriate to do so, including if there is any actual or anticipated breach of applicable law or if variation, suspension or cancellation is necessary due to an event outside Promoter’s reasonable control. In the event of cancellation, the Prizes may be awarded to winners drawn from entries received prior to cancellation.
16. **Disqualification:** Without limiting the options available to Promoter, Promoter reserves the right at any time to disqualify entries or entrants that Promoter regards as being in breach of these Rules, any applicable laws, any terms and conditions referred to in these Rules or the spirit of the Competition.
17. **Interference with the Competition:** Any attempt to damage or undermine the content or legitimate operation of the Competition is prohibited and may also be a violation of criminal and/or civil laws. Promoter reserves all its rights and remedies to deal with breaches or suspected breaches of this rule including, without limitation, to exclude any entrant or winner believed to be associated with such activity.
18. **Disclosure of winner’s details:** By entering the Competition, each entrant acknowledges that in the event of a win their surname and county of residence may be disclosed to persons enquiring, where permitted by law. Any entrant may object to their information being made available in this way, or may

request that the amount of information made available be reduced, by contacting Promoter using the contact details at the end of these Rules. In these circumstances, the entrant acknowledges that Promoter may nevertheless disclose the relevant information, and the entrant's entry, to the Advertising Standards Association of Ireland (ASAI), UK's Advertising Standards Authority (and/or any other competent authority) if required to do so. This may happen where Promoter is required to demonstrate that it has awarded the prizes advertised. To request disclosure of winners' details, enquirers must submit a request to communications@publichealth.ie within 6 weeks after the end of the Entry Period. Details will only be disclosed (if permitted by law) after the Prizes have been awarded.

19. **Accessing these Rules:** Any website on which these Rules are posted is only intended to be accessed from Ireland and Northern Ireland and where permitted by law. Promoter makes no representation that materials relating to the Competition are appropriate or available for use at other locations. Access to them from territories where their contents are illegal is strictly prohibited.
20. **Severance and waiver:** If any part of these Rules is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the rest of these Rules will not be affected. Promoter's failure to enforce any term of these Rules will not constitute a waiver of that provision.
21. **Disputes:** If there is a dispute about the Competition or these Rules, Promoter's decisions are final. If there is a conflict between these Rules and any other document referred to in these Rules, these Rules take precedence to the extent necessary to resolve the conflict.
22. **Law and jurisdiction:** The Competition and these Rules are governed by the laws of Ireland in relation to residents of Ireland, and English law in relation to residents of Northern Ireland and residents of either jurisdiction may bring an action in their own courts.
23. **Personal data:** Entrants acknowledge that any personal data of entrants processed in connection with the Competition will be processed in accordance with Promoter's Privacy Notice, which is available at <https://publichealth.ie/privacy-policy>.
24. **Contact:** Enquiries about the Competition can be sent to Promoter at: communications@publichealth.ie.

For more information about this competition and to access consent forms visit www.publichealth.ie/photo.