

Terms and Conditions

Canary Wharf In Focus Photography Competition 2022 (“the Competition”)

1 Entry

- 1.1 The Competition is open to residents of Great Britain, the Isle of Man and Channel Islands, excluding anyone professionally connected with the Competition. In entering the Competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. Canary Wharf Management Limited (“**CWML**”) is responsible for running the Competition and may require you to provide proof that you are eligible to enter the Competition. Any person who submits an entry to the Competition is an “**Entrant**” for the purposes of these terms and conditions.
- 1.2 The Competition will run from 9am on Monday 11 April 2022 until 5pm on Friday 16 September 2022 (the “**Closing Date**”) and all Competition entries must be received by CWML by no later than 5pm on the Closing Date. All competition entries received after 5pm on the Closing Date will be automatically disqualified.
- 1.3 CWML reserves the right to close the Competition early following a high number of entries and the Closing Date will then be the new date specified by CWML at its discretion on the Competition website.
- 1.4 The Competition is open to amateur photographers only and any entries must not have been published previously (including, without limitation, posting or published on social media).
- 1.5 The entries shall be judged according to 3 age groups:
 - 1.5.1 two junior competitions:
 - (a) Junior Competition 1 for those aged between 5 to 11 on the Closing Date and the minimum age of any Entrant is 5 years old; and
 - (b) Junior Competition 2 for those aged between 12 to 17 on the Closing Date;(each a “**Junior Competition**”);
 - 1.5.2 an adult competition for those aged 18 and over on the Closing Date (the “**Adult Competition**”).
- 1.6 The Adult Competition has four categories:
 - 1.6.1 Category 1 - Wildlife: Wildlife & Water;
 - 1.6.2 Category 2 - Wildlife: Up Close & Personal;
 - 1.6.3 Category 3: Art & Architecture; and
 - 1.6.4 Category 4: Transport & Travel;(each a “**Adult Competition Category**”)
- 1.7 There are no categories of entry for the Junior Competition.
- 1.8 Entrants may submit no more than 3 entries each. Entries on behalf of another person will not be accepted and joint submissions are not allowed.

- 1.9 Entrants are not permitted to withdraw previously submitted entries and attempts to replace entries with newer submissions is not allowed.
- 1.10 CWML will not accept any liability or responsibility for entries that are lost, mislaid, damaged, delayed or undelivered, regardless of cause, including (without limitation), for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind nor any liability for technical errors or communication failures in networks and/or internet access.
- 1.11 CWML will not accept proof of transmission as proof of receipt of entry to the Competition. Proof of electronic submission is not proof of receipt by CWML.

2 How to enter

To enter the Competition you must upload a completed entry form, which can be found on the Competition website (<https://canarywharf.com/whats-on/photography-competition-apr-sept-2022/>) ("**Entry Form**"), by 5pm on the Closing Date (each submission will be a "**Competition Entry**").

- 2.1 By submitting a Competition Entry, you are agreeing to be bound by these terms and conditions.

3 Judging

- 3.1 The Competition entries will be judged by a panel of judges chosen by CWML ("**Judging Panel**") and the Judging Panel is responsible for the selection of shortlisted entries and all winning entries thereafter (save for the Wildcard Award detailed in clause 4).

- 3.2 The Adult Competition will be judged in two rounds:

3.2.1 the first round will be the shortlisting of five Competition Entries per Adult Competition Category ("**Adult Shortlist**"); and

3.2.2 the second round will be the selection of one winner per Adult Competition Category from the Adult Shortlist (each winner shall be an "**Adult Competition Category Winner**").

- 3.3 Each Junior Competition will be judged in two rounds:

3.3.1 the first round will be the shortlisting of:

- (a) five Competition Entries for Junior Competition 1 ("**JC1 Shortlist**"); and
- (b) five Competition Entries for Junior Competition 2 ("**JC2 Shortlist**"); and

3.3.2 the second round will be the selection of:

- (a) one winner for the Junior Competition 1 selected from the JC1 Shortlist; and
- (b) one winner for the Junior Competition 2 selected from the JC2 Shortlist (each a "**Junior Competition Winner**").

- 3.4 The Judging Panel shall select an overall winner of the Competition from the four Adult Competition Category Winners and the two Junior Competition Winners (the "**Overall Competition Winner**").

- 3.5 The judges will consider a number of factors, including composition, originality and public appeal. The Overall Competition Winner will be the Competition Entry which the Judging Panel believe is the most compelling representation of the Canary Wharf Estate.
- 3.6 Those Competition Entries shortlisted in the Adult Shortlist, the JC1 Shortlist and the JC2 Shortlist ("**Shortlisted Entries**") will be notified, by email, prior to Monday 14 November 2022.
- 3.7 Shortlisted Entries will be printed and displayed in The Competition Gallery, set up in the Reception Lobby of One Canada Square, Canary Wharf, London E14 (or such other venue as determined by CWML from time to time) from 14 November 2022 to 2 December 2022 (the "**Exhibition**").
- 3.8 There will be no notification for Competition Entries that are not shortlisted.
- 3.9 In all cases, the Judging Panel's decision is final, and no correspondence or discussion will be entered into.
- 4 Wildcard Award**
- 4.1 A panel of directors and employees of Canary Wharf Group plc chosen by CWML ("**Wildcard Panel**") shall choose one Competition Entry from all of the valid Competition Entries submitted to the Competition to win a prize called the "**Wildcard Award**".
- 4.2 The Wildcard Panel will consider a number of factors, including composition, originality and public appeal and the winner of the Wildcard Award ("**Wildcard Winner**") will be the Competition Entry which the Wildcard Panel believe is the most compelling representation of the Canary Wharf Estate.
- 4.3 In all cases, the Wildcard Panel's decision is final, and no correspondence or discussion will be entered into.
- 5 Prizes**
- 5.1 Each of the four Adult Competition Category Winners will receive a £500 Canary Wharf Gift Card.
- 5.2 Each of the two Junior Competition Winners will receive a £250 Canary Wharf Gift Card and a camera.
- 5.3 The eight Junior Competition shortlisted runners up in the JC1 Shortlist and the JC2 Shortlist who are not Junior Competition Winners (four runners up per Junior Competition) will receive a £25 Canary Wharf Gift Card.
- 5.4 The Overall Competition Winner will receive a £1,000 Canary Wharf Gift Card in addition to the prize they were awarded as either a Junior Competition Winner or an Adult Competition Category Winner.
- 5.5 The Wildcard Winner will receive a £200 Canary Wharf Gift Card.
- 5.6 The Canary Wharf Gift Cards to be awarded as prizes pursuant to clauses 5.1 to 5.5 (inclusive) are subject to the Canary Wharf Gift Card terms and conditions in place from time to time which can be found at <https://canarywharf.com/shops-services/gift-cards/>
- 5.7 There is no cash alternative for any of the prizes.
- 5.8 In the event of unforeseen circumstances, CWML reserves the right to provide alternative prizes of equal or greater value.
- 5.9 No further details on the Winners will be available other than what is made public during the Competition.

- 5.10 Winners may be required to take part in related publicity and such participation is a condition of accepting a prize.
- 5.11 The prizes are not negotiable or transferable.

6 Winners

- 6.1 CWML will contact the shortlisted Entrants prior to Monday 14 November 2022 using the telephone number and/or email address provided with the relevant Competition Entry and the shortlisted Entrants shall be invited to an awards ceremony taking place on 2 December 2022 at Level 39, One Canada Square, Canary Wharf (or such other venue as determined by CWML from time to time) where the Adult Competition Category Winners, the Junior Competition Winners, the Overall Competition Winner and the Wildcard Winner (each a **“Winner”** and together the **“Winners”**) will be announced.
- 6.2 CWML will contact any Winner(s) who cannot attend the awards ceremony in person or who have not responded to the awards ceremony invitation email referred to in clause 6.1 as soon as practicable after the Announcement Date (see clause 6.3 below), using the telephone number and/or email address provided with the Competition Entry.
- 6.3 CWML must either publish or make available information that indicates that a valid award took place. To comply with this obligation CWML will publish the each of the Winners’ forename, surname and the relevant winning photograph and title on 2 December 2022 on the Competition website following the awards ceremony referred to in clause 6.1 (**“Announcement Date”**).
- 6.4 If you object to any or all of your forename, surname and winning Competition Entry photograph and title being published or made available to the public, please contact CWML at photography@canarywharf.com. In such circumstances, CWML must still provide the information and winning Competition Entry to the Advertising Standards Authority on request and you consent to this.
- 6.5 If you are a Winner and could not attend the awards ceremony in person to collect your prize, you will have 15 days from the Announcement Date to claim the prize by providing the correct postal address for the Canary Wharf Gift Card to be posted to or such alternative method of delivery as determined by CWML. If you do not claim the prize by this date, your claim will become invalid.
- 6.6 The prize may not be claimed by a third party on behalf of a Winner (provided that a parent or guardian may claim a prize on behalf of a Junior Competition Winner).
- 6.7 CWML will make all reasonable efforts to contact each Winner. If a Winner cannot be contacted or is not available or has not claimed their prize within 15 days of the Announcement Date, CWML reserves the right to offer the prize to the next eligible Entrant selected from the

Shortlisted Entries for the relevant competition (i.e. Junior Competition 1, Junior Competition 2 or Adult Competition Category).

6.8 CWML does not accept any responsibility if a Winner and/or any shortlisted Entrant contacted pursuant to clause 6.7 is not able to take up their prize.

6.9 CWML does not accept any responsibility for any prizes which are lost, mislaid, damaged, delayed or undelivered, regardless of cause, including (without limitation), for example, as a result of any postal or courier failure.

7 File & Image Specifications

7.1 Photographs must be taken from within the boundaries of the Canary Wharf Estate as shown on the Canary Wharf Estate Plan (which can be downloaded from the Competition webpage at <https://canarywharf.com/whats-on/photography-competition-apr-sept-2022/> (“**Canary Wharf Estate Plan**”).

7.2 The Entrant’s first and last name must clearly form part of the photograph file name. An example would be ‘JOHN.SMITH – PICTURE NAME’. CWML reserves the right to disqualify entries where this is not included.

7.3 Entrants are advised that, whilst taking photos on the Canary Wharf Estate, they may be approached by security personnel.

7.4 Only still images will be accepted.

7.5 Both colour and black & white photographs are acceptable.

7.6 Photographs must be uploaded in JPEG format only.

7.7 Each photograph must be no larger than 10MB.

7.8 The resolution of the image must be high enough to enable an A1 sized print to be produced. This would typically be no less than 3000 pixels on the longest side. The Judging Panel will have the right to disqualify images where they believe that the resolution is too low.

7.9 The following image adjustments in a digital editing suite are permitted:

7.9.1 Cleaning of the image, such as the removal of dust spots and sensor spots;

7.9.2 Adjustments of contrast, brightness and tonal values;

7.9.3 Adjustment of colour balance and saturation; and

7.9.4 Sharpening of image and adjusting white balance and noise.

7.10 The following image adjustments are **not** permitted:

7.10.1 Physical changes to the original scene such as the removal of objects, e.g. trees, plants, people etc.; and

7.10.2 Nothing can be added to the image from another picture or photograph, such as sandwich shots, collages or any other form of composite picture building.

7.11 The Judging Panel will have the right to exclude images that they believe have been excessively treated to alter their authenticity.

7.12 Photographs must be originals. Scans of printed photographs, transparencies or negatives are not permitted.

- 7.13 Any Competition Entry that cannot be authenticated or is not of an acceptable quality will be disqualified.

8 Data Protection

- 8.1 All personal data and images received as part of the Competition will be securely held and used by CWML in accordance with all relevant data protection laws.
- 8.2 CWML will collect personal data about Entrants at the time of registration, through completion of the Entry Form, in order to administer the Competition and/or all associated activities.
- 8.3 Each Entrant is responsible for ensuring they have permission to use all content included in each Competition Entry. Photographs must not contain any content that the Entrant does not have permission to use. It is the responsibility of each Entrant to ensure that images they submit have been taken with the consent of anyone who is identifiable in that image (or the consent of their parent/guardian if they are under 16) and that the person(s) identified have been advised of the purpose of the submission and that the photograph and their image may be published by CWML.
- 8.4 By submitting a Competition Entry, the Entrant warrants to CWML that anyone depicted in it has signed a photo release form. For your convenience, a GDPR Photo Release Form can be found at Annexure 1 to these terms and conditions. The release form is for your own records to help you demonstrate compliance with data protection laws where you rely on consent and it is not necessary to submit a release form with your Competition Entry.
- 8.5 CWML may request copies of the relevant release form(s) to be provided prior to shortlisting and reserves the right to exclude entries where this is not given.

9 Intellectual Property

- 9.1 Each Competition Entry must be the original work of the Entrant and must not infringe the rights of any other party.
- 9.2 In the event that the Entrant is not the sole copyright owner of the Competition Entry(s), the Entrant must notify CWML at the point of submission, providing the names of all copyright owners.
- 9.3 Ownership of the copyright in any Competition Entry submitted to the Competition will remain with the copyright owner(s) and CWML shall use reasonable endeavours to credit the Entrant (e.g., © Entrant's name), where appropriate. The Entrant agrees that CWML will not be liable to the Entrant in the event of any omission of such credit.
- 9.4 By entering the Competition, the Entrant grants to CWML a non-exclusive, worldwide, irrevocable, royalty free licence to reproduce, publish and exhibit to the public by any means and in all media throughout the world, whether now known or invented in the future, directly and/or indirectly (with the right to sub-licence, where necessary) and which shall include (without limitation) any of the following uses:
- 9.4.1 display on the Competition website;
 - 9.4.2 the judging of the Competition;
 - 9.4.3 display in the Reception Lobby of One Canada Square (and/or any other venue determined by CWML from time to time) in respect of the Exhibition;

- 9.4.4 in publicity materials including without limitation those relating to the Competition and CWML (and any group entities thereof) (including without limitation social media);
 - 9.4.5 publication online, in magazines or other printed publications, electronic or print media which are produced by, or produced on behalf of, CWML (and/or official partners, group companies, supporters or sponsors) including (without limitation) the right to edit, alter, store and/or re-format the Competition Entry); and
 - 9.4.6 collective publication for souvenir documentation to be distributed free of charge as part of the Competition, Exhibition or related events.
- 9.5 No fees or payments shall be payable by CWML to the Entrant or any third parties in respect of the licence referred to in clause 9.4 above.
 - 9.6 CWML will not accept liability for any loss of or damage to any Competition Entry submitted into the Competition howsoever caused or for any other loss or damage as a result.
 - 9.7 CWML reserves the right at its sole discretion to share any picture taken in relation to activities associated with the Competition including but not limited to workshops and/or an awards ceremony for a third party, unless against GDPR 2018 regulations.
 - 9.8 CWML will not accept liability or responsibility for the misuse of images and/or failure of any Entrant or third party to comply with the Competition's copyright guidelines.

10 Ethics, Health & Safety

- 10.1 Entries from Family Members (exclusively defined as parents, stepparents, children, stepchildren, siblings and stepsiblings) of the Judging Panel cannot be considered for shortlisting.
- 10.2 Entrants aged 15 and under must seek consent from a parent / guardian before entering the Competition. CWML may request details of the parent / guardian to confirm consent prior to shortlisting and reserves the right to exclude entries where this is not given.
- 10.3 The Entrant must not do anything to cause injury or distress to any animals or destroy their habitat. If the Judging Panel suspect that a Competition Entry has been achieved through cruel or unethical practices, including (without limitation) the use of live bait, the Competition Entry will be disqualified and CWML reserves the right to report the Entrant to the relevant authorities.
- 10.4 Images of captive species or house pets are not permitted.
- 10.5 In submitting their entries, Entrants are reminded:
 - 10.5.1 Entries must not deceive the viewer or attempt to disguise and/or misrepresent the reality of nature; and
 - 10.5.2 Information supplied in the Entry Form must be complete, true and accurate.
- 10.6 The Entrant is responsible for ensuring full compliance with any applicable national or international legislation and for securing any relevant permits that may be required.
- 10.7 The Entrant is also responsible for requesting and obtaining the permission of any person(s) captured in the Competition Entry.
- 10.8 To the fullest extent permitted by law, CWML, its agents or distributors will not in any circumstances accept any liability or responsibility 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 CWML, its agents or distributors or that of their employees. Your statutory rights are not affected.

11 General

11.1 CWML reserves all rights to disqualify you from participating in the Competition if:

11.1.1 your conduct is contrary to the spirit or intention of the Competition; and/or

11.1.2 there is any reason to believe that there has been a breach of these terms and conditions.

11.2 CWML reserves the right to hold void, suspend, cancel, or amend the prize for the Winners or any one or more of them where it becomes necessary to do so.

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

ANNEXURE 1

GDPR Photo Release Form

Name of Person in photograph:

By signing this form, I understand that:

- The photograph where the above-named individual is the subject may be used for the photo competition run by Canary Wharf Management Limited (a subsidiary of Canary Wharf Group plc (Canary Wharf)) and published on their websites, social media accounts and other platforms.
- The photograph used online such as Canary Wharf's websites or social media accounts may freely be shared by anyone who has access to internet connectivity and may be published to a local press or media.
- The photograph where the above-named individual is the subject may be used for Canary Wharf's promotional publications, articles, and other marketing materials for the purpose of publicity and marketing.
- The photograph where the above-named individual is the subject may be used for internal publications such as newsletters, bulletin, and other updates which the Institution's official publication may produce.

I understand the following rights as an identified subject in the photograph:

- I can withdraw the consent I have given at any time. However, I understand that after the photograph is shared and reproduced, Canary Wharf cannot undo what is already done.
- I have the right to correct or rectify any information that I may find to be incorrect.

I hereby declare that I give my full consent to this release and understand it is legally binding.

Please identify applicable option below

- I declare that I am of legal age and have legal capacity to give my consent.
- I declare that I am the parent or legal guardian of the child in the photo and that I am entitled to give this consent and release on their behalf.

Signature of above named person depicted in the photograph.....

Signature of parent/guardian (where applicable).....

Date.....