



2018 IFES Photography Contest – Official Rules

Sponsor:

The International Foundation for Electoral Systems, a 501(c)(3) nonprofit organization, is the sponsor of this Contest (“IFES” or “Sponsor”).

IFES supports citizens’ right to participate in free and fair elections. Our independent expertise strengthens electoral systems and builds local capacity to deliver sustainable solutions.

IFES, 2011 Crystal Drive, 10th Floor, Arlington, VA 22202, USA.

Entry Period:

The 2018 IFES Photography Contest (the “Contest”) begins July 10, 2018 at 12:00 p.m. EDT and ends August 17, 2018 at 5:00 p.m. EDT. All entries must be received by August 17, 2018 at 5:00 p.m. EDT.

Who may Enter:

The Contest is open to all photographers who have reached the age of majority in their state, province or territory of residence at the time of submission, except for individuals serving as judges for the Contest. IFES employees, consultants, fellows and interns (current and former), board directors and family members of IFES employees may enter. Contest is void where prohibited.

How to Enter:

To enter, visit www.IFES.org/photocontest, complete an entry form with the required information and upload a photograph that complies with the **Photograph Conditions and Restrictions** below. This includes providing a brief description of how the image represents democracy promotion. Photographs must be in digital format. Each entry consists of an online entry form and single image. By providing the required information, uploading a photograph as directed, agreeing to these Official Rules, and clicking “Submit,” you will receive one (1) entry into the Contest subject to the terms of these Official Rules (the provision of information and the uploaded photograph collectively referred to as a “Contest Entry”). All Contest Entries must be submitted electronically at the official website: www.IFES.org/photocontest. No print, film or mail-in photographs will be accepted for entry into this Contest. Proof of submission is not proof of receipt.

Agreement to Contest Rules:

By submitting a Contest Entry, each entrant agrees to these Official Rules, agrees that the decisions of the Sponsor related to the Contest are final and in its sole discretion, and warrants that his or her Contest Entry complies with all requirements set out in these Official Rules.

Photograph Conditions and Restrictions:

In addition to any other requirements set forth in these Official Rules, in order to be deemed eligible for participation and to be deemed a Contest Entry, the photograph and/or the entrant submitting them must meet the following conditions and restrictions (collectively, the “Photograph Conditions and Restrictions”):

- The photograph need not be taken with a digital camera; scans of photographic prints are acceptable. All digital files must be in JPEG, JPG or TIFF format, and must be at least 1,600 pixels wide (if a horizontal image) or 1,600 pixels tall (if a vertical image). The entrant must have taken the photograph within twelve (12) months of the entry date. Entries of previous IFES photography contests are not eligible. The Sponsor reserves the right to disqualify any person/entrant that violates these Official Rules or tampers with/abuses any aspect of this Contest, as solely determined by the Sponsor.
- Incomplete or late entries will be disqualified. The photograph, in its entirety, must be a single work of original material taken by the entrant.
- Black and white photographs and photographs with minor adjustments are acceptable; these include cropping, minor burning, dodging, contrast and other color correction. High dynamic range images (HDR) and stitched panoramas are NOT acceptable. Watermarks are not acceptable. If the Sponsor does not receive a non-watermarked version of the entry within 10 days following its request, the entry will be disqualified.
- The photograph must not defame or invade the publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person’s personal or proprietary rights;
- The photograph must not, in the sole and unfettered discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit or otherwise objectionable or inappropriate content.
- The photograph must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the photograph was created.
- The photograph must not contain corrupted files, viruses, or any other similar software files, the intent of which is to damage the operation of another’s computer.
- The photograph must, in the sole and unfettered discretion of the Sponsor, relate to the thematic category in which it was submitted.
- Photographs that include sculptures, statues, paintings and other works of art will be accepted as long as they do not constitute copyright infringement or fraud; provided entrants must be prepared to provide a written release form upon request. When photographing the work of others, it must be as an object in its environment and not a full-frame close-up of another person's art.

- Entrants confirm that they received verbal consent from all individuals (“Subjects”) depicted in the photograph(s) (or no objection from the Subjects, who were clearly aware that the entrant was taking the photograph(s)), and that they have no reason to believe the Subjects would object to the entrants entering the photograph(s) into the Contest nor to IFES’ use of the photograph(s) as described in the license granted to IFES below under “Ownership.”
- In accordance with our Child Protection Policy, all image submissions that include children (those under the age of 18 years) must be accompanied by an IFES-approved consent form that has been completed by the child’s parent/legal guardian. A form must be completed for every individual child in the photograph.

Contest Theme:

Entrants may submit a maximum of three (3) photographs. If an entrant submits more than three (3) photographs, content administrators will select three (3) images for consideration. Non-adherence to the theme of the contest can, at the sole discretion of the Sponsor, disqualify photographs submitted by entrants.

Democracy Promotion

Photos should depict efforts to promote inclusive and participatory democracy around the world: from public displays of civil engagement, such as marches and peaceful protests, to preparations for Election Day and citizens exercising their right to vote.

We encourage submission of photographs of marginalized groups, such as persons with disabilities, women, youth, indigenous peoples, and minority populations, among others.

While democracy promotion is a subjective theme, photos that capture the essence of IFES’ core areas – (1) Electoral Management, (2) Electoral Law, and (3) Participation and Inclusion, particularly Youth Engagement, are highly favored.

Judging:

The entries for the main contest theme will be judged in accordance with the criteria as defined below with equal weight assigned to each criterion:

- 1. Creativity:** Is the subject matter pictured in a unique way? Is the image captured from an interesting point of view? Does the photograph demonstrate originality?
- 2. Technical Quality:** Is the photograph in focus? Is lighting in balance? Is there good use of color, brightness, contrast and saturation, composition?
- 3. Storytelling:** Does the photograph tell the story of democracy promotion? Does the photograph bring together the visual elements to express the purpose of the image?

The photographs submitted will be judged by a panel of three (3) IFES staff members.

IFES, in its sole discretion, shall determine if any Contest Entry is inappropriate for any reason for public release, including but not limited to publication on the Voting Site. IFES’ and judges’ decisions are final and binding with respect to all matters relating to this Contest.

The winners will be notified by mail and/or by email. Each winner must comply with all instructions of prize notification, and the winner's complete response must be received by IFES within 7 days of the date on the prize notification. If not, the prize will be forfeited and an alternate winner will be notified. Winner must also complete a declaration of compliance, a release of liability, and (except where prohibited by law) a publicity release. Once all required documents are received from a winner, such winner will be declared a "Prize Winner" of the Contest. No substitution or transfer of the prizes will be allowed.

Prizes:

One grand prize winner will be selected and will receive \$500 (USD).

The grand prize photograph may also be featured on the cover of IFES' 2019 wall calendar.

Ownership of Entries:

Copyright and all other rights remain that of the photographer. Entry in this Contest does not transfer ownership of the rights in the photograph submitted, but constitutes a grant to IFES of a royalty-free, worldwide, perpetual, non-exclusive license to display, distribute, reproduce, edit and create derivative works of the Contest Entry photograph, in whole or in part, in any media now existing or subsequently developed, for any and all purposes, including promotional purposes. Any Contest Entry photograph(s) used by IFES shall carry the photographer's credit line as deemed appropriate by IFES.

All entrants understand and agree that any image submitted to the Contest may be used by IFES for commercial purposes, including but not limited to marketing and promotion, fundraising, on the IFES website, and in printed publications such as books, brochures or cards, and there will be no monetary compensation or notification to the entrant.

The Released Parties (defined below) do not assume any responsibility for photographs submitted for this Contest. By entering the Contest, entrants acknowledge and confirm their ownership of the photograph(s); that the Contest Entry does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity; and that no other party has any right, title, claim or interest in the Contest Entry.

Indemnification

Each entrant agrees to defend, indemnify and hold IFES and its officers, directors, employees, agents and assigns (collectively, the "Released Parties") harmless from and against any and all claims, demands, or causes of action, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorneys' fees) arising from or related to (i) the entrant's violation of these Official Rules, (ii) the entrant's violation of any third party right, including without limitation any copyright, trademark, trade secret, or privacy right, or (iii) any claim the entrant's Contest Entry caused damage to a third party.

Release:

By submitting an entry to the Contest and/or accepting a prize, each entrant and Prize Winner agrees to release and hold harmless the Released Parties from and against any and all liability and waives all claims or causes of action arising out of or related to participation in the Contest or receipt or use of any prize, whether under a theory of contract, tort (including negligence), warranty or otherwise, including any and all injuries, costs, damages, claims and losses of any kind relating to death, dismemberment, personal injury, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional).

Limitations of Liability

The Released Parties shall not be liable to an entrant, Prize Winner or any other person for: (a) any inaccurate information, whether caused by entrants or printing errors; (b) unauthorized human intervention in any part of the Contest; (c) technical failures of any kind, including but not limited to electronic malfunctions of any network hardware or software; (d) technical or human error which may occur in the administration of the Contest or the processing of entries; (e) lost, delayed, misdirected or undeliverable mail or electronic mail; (f) any injury or damage to persons or property, including but not limited to death, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use of any prize; or (g) failure to supply the prizes by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Released Parties sole control.

Right to Cancel or Suspend Contest or Disqualify Contest Entries:

IFES reserves the right, in its sole discretion, to modify, suspend or terminate this Contest in any of the following events: (i) if for any reason this Contest is not capable of running as planned; (ii) if this Contest or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper administration of the Contest and processing of entries in accordance with these Official Rules; (iv) if tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest. In the event the Contest is cancelled before the scheduled conclusion of the Contest or any portion thereof, IFES reserves the right to proceed to judge the eligible entries received (as detailed above) prior to the time of the action or event warranting such cancellation and award the prizes.

IFES shall have the right to disqualify any Contest Entry that it deems to not meet the Photography Restrictions and Conditions, or due to technical, legal, clearance or other problems, or which it deems do not comply with these Official Rules. IFES also reserves the right to disqualify the Contest Entry of any entrant found tampering with the entry process or with the operation of the Contest.

Disputes:

Entrants agree that this Contest shall be subject to and governed by the laws of Virginia, and the forum and venue for any dispute shall be in Virginia, United States of America. Should there be a conflict between the laws of the Virginia and any other laws, the conflict will be resolved in favor of the laws of Virginia. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY A SINGLE ARBITRATOR OF SPONSOR'S SOLE CHOICE. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

Privacy:

Any information collected by registering to enter the Contest shall be used only in a manner consistent with these Official Rules and with the IFES Privacy Policy available at <http://www.ifes.org/privacy-policy>.

The IFES Privacy Policy governs the information collected by registering to enter the Contest. In addition, if you enter from outside of the U.S., you agree that your personal information may be stored outside of the province, state and/or country in which you reside, and that governmental bodies that have jurisdiction over IFES in the U.S. (e.g., courts and law enforcement agencies) may be entitled to access your personal information.

Winners List and Official Rules:

IFES will announce the winners on its website www.IFES.org by September 14, 2018. Official Rules for the Contest are available at www.IFES.org/photocontest.