

## TERMS AND CONDITIONS OF EQUO EQUINE PHOTO AWARD

These terms ("**Conditions**") apply to the Equo Equine Photo Award photo competition ("**Photo competition**") organised by Equo Academy, trade name of Arnd Bronkhorst Photography located in Harderwijkerweg 45, 3886 AL Garderen in the Netherlands and registered under Chamber of Commerce number 33233023 ("**Organiser**").

### ARTICLE 1. PHOTO COMPETITION

- 1.1 The Photo Competition starts on the website [www.equo.academy](http://www.equo.academy) ("**Website**") indicated date.
- 1.2 The Photo competition ends on the date indicated on the Website ("**End date**").
- 1.3 Photos can be submitted up to and including the date indicated on the Website ("**Deadline**").
- 1.4 Entries after the Deadline and End Date are excluded from participation.
- 1.5 The Photo competition has five (5) categories. A participant may submit three (3) photos per category.
- 1.6 The organiser provides a prize for each winner of a category, as well as an overall winner. In total, there are six (6) prizes available.
- 1.7 An amount must be paid for each entry and participation as stated on the Website.

### ARTICLE 2. PARTICIPATION

#### Submission

- 2.1 Participation is only possible via the Website.
- 2.2 Participant uploads the photo(s) in at least one of the specified categories via the appropriate upload form on the Website.
- 2.3 Entries will only be accepted after online payment of the entry fee has been successfully completed.
- 2.4 The entry fee applies per submission of 1 (one) photo and must be paid via the available payment methods on the website.
- 2.5 Without a fully completed payment and correct photo upload, the entry will not be processed.

#### Participant

- 2.6 Participant must be 18 years or older. If the participant is under 18 years of age, there must be demonstrable permission from a parent and/or guardian and/or legal representative.
- 2.7 Participation is only possible if the Participant provides the required information:
  - o first name,*
  - o surname,*
  - o email address;*
  - o telephone number.*
- 2.8 Entrant may not participate under an alias. If the Organisation determines that this is the case, this may lead to exclusion from participation. In that case, no refund of the amount paid will take place.

## **Photo**

- 2.9 The photo Competition has five (5) categories. Participant may submit a maximum of 3 (three) photos per category (a total of 15 photos per participant).
- 2.10 The photo must meet the following technical requirements:
- o Minimum image size: 1500px longest side /72 dpi
  - o Maximum image size: 2500px longest edge /72 dpi
  - o File format: Jpeg
- 2.11 The participant declares that he is the sole copyright holder of the photo(s) and that he has permission to use any subjects portrayed.
- 2.12 The photos do not infringe the copyrights, trademarks, contract rights, or other intellectual property rights of any third party, nor do they violate the privacy rights or publicity rights of any third party.

## **Exclusion from participation**

- 2.13 The Photo Competition is intended to promote human creativity and originality. Only photos taken by humans are eligible to participate. The use of AI-generated images or any form of image editing involving AI algorithms is therefore strictly prohibited.
- 2.14 Editing, adding or removing image elements that change the content is not permitted.
- 2.15 The use of collage or watermarks is prohibited.
- 2.16 Photos that could be considered advertising expressions are excluded.
- 2.17 Photos may not conflict with the law or the rights of third parties and plagiarism is not accepted.
- 2.18 In the above cases, the participant will be excluded from participation in each category and will not receive a refund of the money paid.

## **ARTICLE 3. WINNERS**

- 3.1 All submitted photos will be assessed by a professional jury.
- 3.2 The professional jury chooses the top three photos per category.
- 3.3 Entrant who makes it to the top three must provide the RAW/original camera files of the submitted photos to verify that the original photos were taken by a human.
- 3.4 One overall winner is chosen from the five category winners by the professional jury.
- 3.5 The jury's decision is final and no correspondence will be entered into about the outcome.
- 3.6 The overall winners will be announced on the date indicated on the Website.
- 3.7 Participant included in the top three selection will be informed by email.
- 3.8 The winners must participate in promotional activities, such as, but not limited to, being mentioned on social media or participating in (video) registrations.

#### **ARTICLE 4. PRICES**

- 4.1 Prizes can include money.
- 4.2 Prizes are not transferable, if the prizes are other than money, they cannot be exchanged for money or other products.
- 4.3 If the Participant refuses to accept a prize, the organiser has the right to select another winner.

#### **ARTICLE 5. USE OF PHOTO**

- 5.1 The Participant grants the Organiser a non-exclusive and unlimited right to use the submitted photo for promotional purposes of its company and the Photo Competition, without receiving any compensation for this.
- 5.2 The purposes include, but are not limited to, exhibitions, catalogues, calendars, videos and websites.
- 5.3 The Organiser mentions the name of the Participant when publishing the photo. Failure to do so will not be considered a breach of contract, provided that the Organiser takes reasonable steps to correct this within a reasonable period after being made aware of the omission of the name.
- 5.4 For use outside that stated in this article, the Organiser will request permission from the Participant.

#### **ARTICLE 6. PERSONAL DATA**

- 6.1 Organiser is responsible for the processing of personal data.
- 6.2 The Data is processed in accordance with the General Data Protection Regulation (GDPR) and the Data may be processed for the following purposes:
  - o Participation in the Photo Competition and its implementation (contractual purpose).*
  - o Compliance with legal obligations (legal purpose).*
  - o Marketing purposes after explicit consent (marketing purposes).*
- 6.3 Participant has the right to withdraw consent for marketing purposes. Participant can request, correct or delete data.
- 6.4 Data will be kept for a maximum of 3 years after the end of the Photo Competition.

#### **ARTICLE 7. LIABILITY**

- 7.1 The Organiser is not liable for damage resulting from participation in the Photo Competition or the use of the prize.
- 7.2 Participation is at your own risk. Organiser is not liable for loss or (online) theft of property of Participant or Winners.
- 7.3 The Organiser is not liable for incorrect data provided by the Participant or technical malfunctions that affect participation.
- 7.4 Organiser is not responsible for any tax due on prizes.
- 7.5 The Organiser and event partners are not responsible for any misuse of the images, nor can they be held liable for this.

#### **ARTICLE 8. NON-COMPETITION**

- 8.1 Participant agrees not to organise or participate as an Organiser, jury member or advisor in a similar photography competition that (in)directly competes with the Organiser's Photo Competition for a period of 12 months after the end of the Photo Competition.
- 8.2 This clause exclusively relates to activities aimed at organising or supporting photography competitions within the same theme or target group as the Photo Competition.
- 8.3 If Participant violates this clause, Organiser reserves the right to claim damages and take other appropriate legal action.

#### **ARTICLE 9. CHANGES**

- 9.1 Organiser reserves the right to change the Terms and Conditions at any time.
- 9.2 Organiser reserves the right to suspend or change the Photo competition at its sole discretion and without notice.

#### **ARTICLE 10. COMPLAINTS & APPLICABLE LAW**

- 10.1 Complaints can be addressed to [info@equo.academy](mailto:info@equo.academy).
- 10.2 Disputes will be submitted to the competent court in Apeldoorn of the Gelderland District Court, unless the law prescribes otherwise.
- 10.3 These Terms and Conditions and the Photo Competition are exclusively governed by Dutch law and the Vienna Sales Convention is excluded.