

## Terms & Conditions – ‘capturing a port for everyone’ Photography Competition

The promoter of this ‘Capturing a Port for Everyone’ competition (“**Competition**”) is Belfast Harbour Commissioners of 1 Corporation Square, Belfast, BT1 3AL (“**Promoter**”).

1. Competition entries must comprise of photographs taken within/of Belfast Harbour and the Harbour Estate.
2. By entering, participants (**or, in the case of those participants under the age of 18, their teacher, parent or guardian**) will be deemed to have read and accepted these terms and conditions and agreed that they shall be bound by them. Any entry instructions provided by the Promoter from time to time form part of these terms and conditions.
3. This Competition is open to all, excluding employees of the Promoter and their immediate families, their agents or affiliates and/or anyone else professionally connected with this Competition.
4. The winning entrants shall be awarded prizes, which are dependent on the category they have entered. Prizes include:
  - **Best People Photograph** – An overnight stay for 2 people at AC Marriot Hotel in Belfast (travel to and from the hotel, and sustenance at the hotel are the responsibility of the winner)
  - **Best Place Photograph** - An overnight stay for 2 people at AC Marriot Hotel in Belfast (travel to and from the hotel, and sustenance at the hotel are the responsibility of the winner)
  - **Best Port Photograph** - An overnight stay for 2 people at AC Marriot Hotel in Belfast (travel to and from the hotel, and sustenance at the hotel are the responsibility of the winner)
  - **Best Professional Photograph** – £200 voucher for Titanic Hotel
  - **Best Photograph - Under 16 Category** - Camera / photographic equipment to the value of £200, and a family pass to Titanic Belfast
5. Entries are submitted by email to [photos@belfast-harbour.co.uk](mailto:photos@belfast-harbour.co.uk). When submitting photographs by email, entrants must specify within the body of the email which of the five competition categories they wish to enter. If an entrant does not specify which of the five competition categories they wish to enter, their entry may be invalid and not accepted.
6. No purchase is necessary to enter this Competition. Entry is free of charge but can only be made in the manner set out in the competition Terms and Conditions. There are no limits to the number of entries from an individual. Access to the internet or a web-enabled device is therefore required in order to enter.
7. A parent or guardian can enter a child’s submission to this competition by:
  - Emailing the photograph, the name of child, and their age to [photos@belfast-harbour.co.uk](mailto:photos@belfast-harbour.co.uk)
8. Along with their entry, participants must include their full name, email address and contact telephone number.
9. Participants aged under 18 must also provide an email address for a parent or guardian and confirm that their parent or guardian has consented to them entering into the Competition, has read and agreed to these terms and conditions.
10. Professional photographers entering the ‘Best Professional Photograph’ category must be able to provide evidence that their previous work has been used for commercial purposes, and that they make an income from photography.
11. All entries must not include any flags, emblems or images of a political or sectarian nature.
12. Members of the public are not permitted to access private / restricted areas of the Port.
13. Drone imagery is not permitted.
14. If the Promoter deems (in its sole discretion) any entry to be inappropriate or unacceptable, the Promoter reserves the right to remove the corresponding entry from the Competition.
15. All entrants hereby grant perpetual, worldwide, irrevocable, non-exclusive, sub-licensable and unfettered rights to the Promoter to use the any content submitted by the entrant, as well as their image and likeness in any photograph taken with or by the Promoter, in any way it sees fit in connection with and after this Competition, including without limitation as described in these terms and conditions, for marketing and promotional purposes, and for publication on social media

associated with the Promoter. Each entrant hereby irrevocably waives any rights of compensation to which he/she might now or in future be entitled in respect of the foregoing and agrees not to exercise any such rights against the Promoter, its licensees or any other third parties.

16. The Competition runs from 9.00am on 23<sup>rd</sup> May 2022 ("**Start Date**") to 5.00pm Monday 15<sup>th</sup> August ("**Closing Date**") ("**the Competition Period**"). Any entry received after the Competition Period is invalid and will not be accepted.
17. In entering the Competition, all entrants confirm that they are eligible to do so, and eligible to claim the prize if they win. All valid entries will be shortlisted by a panel of judges employed by the Promoter, supported by an external judge. The decision of the panel of judges (acting reasonably) will be final.
18. The judging process will involve scoring photographs based on a list of pre-agreed criteria to be outlined by the judges involved. Criteria includes:
  - Adherence/relevance to category
  - Impact
  - Originality and level of creativity
  - Composition and quality
19. The successful entrants will be notified of the fact that they have won by 29<sup>th</sup> August 2022, via the telephone number or email address provided in the email entry. If contact with the winner cannot be made within 5 working days of the first attempt, Belfast Harbour reserves the right to offer the prize to someone else. The prize will be either delivered or collected as agreed between both parties.
20. If for any reason any aspect of the Competition does not function correctly, whether by means of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter that corrupts or affects the administration, integrity, fairness or proper operation of the Competition, then the Promoter may at its sole discretion cancel, modify or suspend the Competition (or these terms and conditions) and/or invalidate affected entries, but will always endeavour to try and minimise the effect on entrants in order to avoid undue disappointment.
21. The Promoter and its associated agents, affiliates, employees, sub-contractors and licensees accept no liability for any loss, expense or damage which is suffered or sustained (whether or not arising from any person's negligence) directly or indirectly in connection with the Competition and/or any prize, other than such liability that cannot be excluded by law (including death or personal injury caused by negligence) which liability shall be limited to the maximum extent permitted by law.
22. Proof of electronic submission of an entry or a vote or any other communication is not proof of receipt by the Promoter. The Promoter will not accept any responsibility for any competition entries that are lost, mislaid or damaged in transit or the non-receipt or late receipt of any entry or vote or any other communication to or from an entrant due to any transmission, network or software problem or defect, communications failure, destruction, or for any other reason outside the Promoter's reasonable control.
23. The Promoter will not accept competition entries that are (a) automatically generated by computer; (b) completed by third parties or in bulk; (c) illegible, have been heavily altered, reconstructed, forged or tampered with; (d) photocopies and not originals; or (e) incomplete.
24. The Promoter reserves the right to verify the validity of any entry and to refuse to award a prize or withdraw a prize and/or refuse further participation in the Competition and disqualify an entrant if there are reasonable grounds to believe there has been a breach of these terms and conditions or otherwise where an entrant may have engaged in any fraudulent activity. Without prejudice to the generality of the foregoing, the Promoter reserves the right to refuse to provide the prize to the winning entrant if there is any reasonably grounded suspicion of fraud or cheating by the winning entrant.
25. This Competition is subject to Northern Irish law and the non-exclusive jurisdiction of the Northern Irish courts. This means that an entrant can choose whether to bring a claim in the courts of Northern Ireland or in the courts of another part of the UK in which he or she lives.
26. There are no cash or other alternatives to the stated prizes and, unless otherwise agreed in writing by the Promoter, the prizes will only be awarded directly to the winning participant. The prize is not negotiable or transferable.
27. In the event of circumstances outside of its control, the Promoter reserves the right to substitute the prizes with similar prizes of equal or greater value, including a cash alternative.

28. The Promoter reserves the right to amend, alter or terminate this Competition at any time due to circumstances beyond its control.
29. The Promoter's decision is final and binding in all matters in connection with the Competition (including without limitation as to the awarding of any prize) and no correspondence shall be entered into.
30. Each entrant acknowledges that if successful finalists as well he/she may be required to participate in publicity relating to the Competition for the duration of the Competition and a reasonable time thereafter without further consent or payment and each Entrant agrees to partake in such publicity (such as photography). Such publicity may, without limitation, involve publication of the entrant's name, location and/or image and/or statements made by the entrant concerning the Competition and/or prizes, and may be published online and in any media, including print and broadcast media.
31. The Promoter must either publish or make available information that indicates that a valid award took place. To comply with this obligation the Promoter will send the surname and county of prize winners and, if applicable copies of their winning entries, to anyone who emails photos@belfast-harbour.co.uk or writes to the address set out at the beginning of these (enclosing a self-addressed envelope) within one month after the Closing Date of the Competition. If you object to any or all of your surname, county and winning entry being published or made available, please contact the Promoter using the details set out in condition 34 below. In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.
32. Facebook, Twitter and Instagram do not sponsor, endorse, or administer this Competition. Entrants release Facebook, Twitter and Instagram from any and all liability arising out of or in connection with their participation in this Competition.
33. Any personal data that is provided or which is collected in connection with the Competition shall be used by the Promoter (and their authorised agents and service providers) only in connection with this Competition and personal data will be processed in accordance with the privacy notice available here: [add link](#)
34. If you have any queries in connection with this Promotion please contact us by telephoning **028 9055 4422** and asking to speak to someone from the Photography Competition Panel or, alternatively e-mail **photos@belfast-harbour.co.uk**.
35. In the event that any of these terms and conditions or any part thereof is rendered void or unenforceable by any rule of law or any decision of any court or administrative body of competent jurisdiction, only the relevant term or condition or part thereof shall be void and unenforceable and only to the extent that it breaches the relevant law or decision and no further. In such circumstances, the infringing term or condition or part thereof shall apply with such modification as to make it valid and effective.

**If you are under the age of 18, the consent of your parent or guardian will be required before you attend any meetings with the Promoter, or take part in any events in connection with this Competition. Your parent or guardian may also be required to, and must be available to, attend any meetings or events with you.**