Research Photography Competition 2019

Terms and Conditions

1. By entering the competition you are agreeing to these competition terms and conditions. In particular, by submitting an entry, all entrants grant to Heriot-Watt University the right to publish and exhibit their photograph in accordance with these terms.

2. The competition is being run by Heriot-Watt University (‘Heriot-Watt University’ / the ‘University’ / ‘we’/ ‘us’) of Edinburgh, Scotland, UK EH14 4AS.

Eligibility to enter

3. The competition is open to all current students and staff at Heriot-Watt University who are involved with carrying out research at the University.

4. In entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. We may require you to provide proof that you are eligible to enter the competition.

5. A maximum of three entries per individual is permitted. Where an entrant submits more, only their first three entries will be considered.

6. The competition is free to enter.

How to enter

7. The competition opens on Monday 3rd June 2019 and closes on Monday 30th September 2019. Late entries will not be accepted.

8. Each entry should be submitted via the online form at www.hw.ac.uk/yohphoto. See Digital Image Criteria below for more details.

9. The University will not accept responsibility if contact details provided are incomplete or inaccurate.

10. The copyright of the entire image must be the entrant’s or the entrant must have the written authority of the copyright owner to enter the photograph in the competition.

11. You must have the appropriate permissions of any individuals within the photograph (or their parent/guardian if they are under 16) to submit the photograph and for the University to display and publish it in accordance with these terms and conditions. We may require confirmation that such permissions have been obtained.

12. Photographs should not have any logos or branding imprinted on them, and must not infringe the intellectual property rights of any third party.

13. We have the right to reject any photograph which we feel does not meet the criteria or rules of the competition, or which we feel is derogatory, immoral or inappropriate.
14. You agree that the University may at its sole discretion modify entries, including but not limited to resizing, cropping or colour adjustment as necessary, provided that the University shall endeavour in undertaking such modifications to maintain the integrity of your entry as originally created.

15. Whilst the University makes every effort to credit photographers, we cannot always guarantee this.

16. The University reserves the right to disqualify a particular entry where it has reasonable grounds for believing that unethical voting practices are taking place in relation to that entry.

**Prizes**

17. Prizes will be awarded as follows:
   a) One winner in each of the 4 categories (chosen by the judges) will receive £60 worth of Amazon vouchers
   b) One overall winner (chosen by the public) will receive £100 worth of Amazon vouchers

18. The University’s use of particular brands as prizes does not imply any affiliation with or endorsement of such brands.

19. All prizes are awarded at the discretion of the judging panel and all judging decisions are final and not subject to appeal.

20. The prizes are non-transferable, non-exchangeable and no cash alternatives will be offered.

**Winner announcement**

21. Winners will be announced during an Awards Ceremony which will take place in December 2019.

22. If the winner cannot be contacted, the University reserves the right to choose and notify a new winner.

**Data protection and publicity**

23. Your data will be used by the University:
   A. for the purpose of managing and administering the competition, including announcing your name at an Awards Ceremony if you are a winner; and
   B. for publicity in relation to the competition; this may involve the University publishing your name in relation to your competition entry (whether or not you win a prize).

24. For further data protection information, please see the Competition Privacy Notice at the end of these terms and conditions.

**Limitation of Liability**

25. The University does not accept any liability for any damage, loss, injury or disappointment suffered by any entrants as a result of either participating in the competition or being selected for a
prize, save that the University does not exclude its liability for death or personal injury as a result of its own negligence.

**Intellectual Property**

26. By entering the competition, all entrants agree that the University may publish/exhibit their photograph as follows:

A. on the University's website;
B. on the University’s social media pages and blogs;
C. on displays around the University’s campuses;
D. as part of the University’s public engagement events; and
E. in the University’s publicity and marketing materials.

You agree to grant the University a perpetual, non-exclusive, royalty-free licence to publish and use your entry for such purposes.

**General**

27. The University does not accept responsibility for the return of any materials submitted in connection with the competition.

28. The University reserves the right to cancel the competition or amend these terms and conditions at any time, without prior notice.

29. The competition and these terms and conditions will be governed by Scottish Law and any disputes will be subject to the exclusive jurisdiction of the courts of Scotland.

**Digital Image Criteria**

30. Only digital photograph entries submitted via the online form will be accepted.

31. The minimum accepted resolution is 300 dpi. The shortlisted photos will be printed in A3 for display.

32. Entries must be submitted in either .jpg, .png, or .tiff.

**Queries**

33. All questions should be directed to the Heriot-Watt Engage team in the first instance:

   HWEngage@hw.ac.uk
   +44 (0) 131 451 3576
   Heriot-Watt Engage
   Research Engagement Directorate
   3.06 Scott Russell Building, Gait 3
   Heriot-Watt University
   Edinburgh
   EH14 4AS
**Competition Privacy Notice**

This privacy notice is for people who enter a competition run by Heriot-Watt University.

It explains how Heriot-Watt University collects, uses and shares the personal data provided in connection with the competition, and your rights in relation to such personal data.

In this Notice, "HWU" "we", "our" and "us" refers to Heriot-Watt University.

As a result of your engagement with HWU we will hold your “personal data”, i.e. information in a form that identifies you as an individual (often referred to as “data” in this Notice).

HWU is the data controller of the information it collects and processes as described in this Notice. This means that it has the core legal responsibility to safeguard the information and ensure it is processed lawfully. The law is set out in the EU General Data Protection Regulation (called “GDPR”) and the UK Data Protection Act 2018. In particular HWU must:

- Take steps to ensure that the data it processes is accurate and up to date;
- Give you clear information about its processing of your personal data, in one or more Privacy Notices like this one;
- Only process your personal data for specific purposes described to you in a Privacy Notice, and only share personal data with third parties as provided for in a Privacy Notice; and
- Keep your personal data secure.

**How we collect your personal data**

We collect your personal data from the information you provide to us when you enter the competition. This may consist of your name and contact details (e.g. email address).

**How we use your personal data**

Your data will be used by HWU for the purposes of managing and administering the competition, including notifying you if you are a winner. Details of any other uses of your data will be included in the relevant Competition Terms & Conditions. This may include using your data for publicity that may be organised by HWU in relation to the competition.

**The basis for processing your information**

When we use your data in order to manage and administer the competition, this processing is necessary for the performance of the contract between you and HWU (i.e. the contractual arrangements dealing with your participation in the competition).

When we use your data for publicity in relation to the competition, this processing is necessary for legitimate interests pursued by HWU, i.e. increasing awareness of what we do and sharing information of interest with the HWU community and/or the wider public.
How long your information is kept

We will keep your data only for as long as necessary for the purposes set out above and for any audit or legal purposes.

Your rights

Under the GDPR you have a number of rights in relation to our processing of your data. In summary these are:

- Right to request access to your data as processed by HWU and information about that processing (“subject access request”)
- Right to rectify any inaccuracies in your data
- Right to request erasure of your data from our systems and files
- Right to place restrictions on our processing of your data
- Right to object to our processing of your data
- Right to data portability: where we are processing data that you have provided to us, on the basis of consent or as necessary for the performance of a contract between us, you have the right to ask us to provide your data in an appropriate format to you or to another controller.

Please note that the above rights are not absolute, and we may be entitled to refuse requests where exceptions apply.