Terms and conditions

The Royal Meteorological Society's (RMetS) Standard Chartered Weather Photographer of the Year 2023 competition is hosted on Zealous.co, and Zealous' <u>Terms and conditions</u> and <u>Privacy</u> and <u>Usage</u> policies apply. Details of the RMetS <u>privacy and data policies</u> can be viewed <u>here</u>.

In addition please note the following in relation to Standard Chartered Weather Photographer of the Year 2023:

1. The Promoter

The competition promoter is Royal Meteorological Society (RMetS), 104 Oxford Road, Reading, Berkshire, RG1 7LL in association with Standard Chartered (sponsor), The Week Junior Science + Nature (media partner for Young Weather Photographer) and Zealous (submission platform).

2. Eligibility

The competition is open to professional and amateur photographers of any nationality but is subject to laws of England and Wales. Entrants from outside the UK must adhere to local laws.

*Due to the war in Ukraine, and in unity with other arts competitions, the Standard Chartered Weather Photographer of the Year competition will be suspending photographers living in Russia or Belarus from submitting entries into this year's competition, as well as any photographs taken in those countries. Those photos will not be judged. Our position will be upheld until there is a peaceful resolution to these hostile actions.

The Young Weather Photographer of the Year category is only open to photographers under the age of 18 years on 27 June 2023.

Entrants under the age of 13 at the closing date of the competition must gain the permission of a parent, guardian or appropriate adult to enter the competition. It is the responsibility of each entrant (and the entrant's parent, guardian or appropriate adult) to ensure that they have read and will abide by these rules and Zealous's terms and conditions. By submitting an entry, each entrant (and the entrant's parent, guardian or appropriate adult) agrees to these rules, that their entry complies with these rules, and that they will be liable to the Promoter and their licensees in respect of any damages or losses incurred as a breach of the Rules.

Employees or agents of the Royal Meteorological Society, or Zealous, their families or other persons connected with this promotion are not eligible to enter. Employees directly connected to the competition at Standard Chartered, or The Week Junior Science + Nature, are not eligible to enter. Members of the Royal Meteorological Society are eligible to enter the competition. Wider Standard Chartered employees and their families are eligible to enter. Should prospective entrants be in any doubt as to their eligibility, then confirmation from the Promoter should be sought by emailing: comms@rmets.org

3. Submission Rules

No entries will be accepted by email or post. A maximum of 5 entries in each opportunity are permitted per entrant.

The same image can be entered into more than one opportunity if the eligibility criteria for that opportunity is met.

Images should have been taken within the last five years from the competition closing date – so, since 27 June 2018.

Photographs that have been submitted into other competitions will be accepted but photographs that have won a national or international competition (winner, runner-up, shortlisted or commended), or are entered into a national or international competition where the results are pending, are not eligible for entry, and by entering a photograph you warrant that it has not previously been awarded, and will not soon be awarded, in a national or international competition in this capacity.

Submitted entries must not deceive the viewer or attempt to disguise or misrepresent the reality of a scene. Therefore, some restrictions on the use of digital manipulation of images apply.

Images submitted to Standard Chartered Weather Photographer of the Year 2023 must essentially show the scene and subjects as they were shot and must not combine multiple different elements into one frame. Entries that use fundamentally different subjects or backgrounds brought together into one image are not allowed, even if you have shot all the components yourself.

Examples of what is not allowed:

- the use of sky replacement packs and software
- incorporating other weather elements into a scene that were not in the original shot, including (but not limited to) lightning bolts, clouds, rain, tornadoes, waves and rainbows.
- incorporating people or animals into a scene that were not in the original shot.
- Computer generated images will not be accepted.
- Artwork and illustrations will not be accepted.

Entrants are reminded that they are responsible for obtaining any necessary licences that may be required to photograph protected areas. Proof may be requested by the Promoter and entries disqualified where it is suspected the relevant permissions have not been obtained. It is also the responsibility of the Entrant to ensure that the relevant permissions have been obtained when photographing on private land.

Any images you upload must be wholly your own photograph - they must not have been taken by another photographer, include any elements that were taken by someone else, or be an image you have found on the internet, or that was included as part of a software package.

All shortlisted and winning images will be checked before the winners are announced. The Promoter reserves the right to request a copy of the original camera file and a screengrab of your indexing software showing other images from the same shoot. We reserve the right to eliminate entries where such a request is ignored or where it is suspected that the rules have been infringed.

Full disclosure of the techniques employed should be provided at the point of image upload in the image description. The Promoter reserves the right to disqualify any entry where they suspect either full disclosure has not been made or where the methods employed by the photographer are judged to breach the ethical code of conduct e.g. use of a camera other than a mobile phone or tablet for the mobile phone category.

4. Competition Judging

The initial judging will take the form of an elimination round scored online by a panel of experts, producing a shortlist of images in the main and mobile phone categories of 'Standard Chartered Weather Photographer of the Year 2023'.

The shortlist of panel-judged images with combined entries from the main and mobile phone categories of 'Standard Chartered Weather Photographer of the Year' will be announced in August

2023. Once the shortlisted images are announced, an additional public vote will open. The public will be able to vote for their favourite image on the shortlist through the RMetS website.

The 'Young Weather Photographer of the Year' category will not produce a shortlist or a public vote, and the final results will simply be decided by the judging panel.

The panel-judged category winners and runners-up will be decided upon by the judging panel. The public vote winner is decided solely by the public vote on the RMetS website.

Additional awards may be decided during the judging process at the discretion of the promoter, sponsor or partner.

Feedback will not be given on any individual entry's score or position, and certificates are not issued to participants.

5. Prizes

Each of the winning photographs will receive a prize as stated in the opportunity descriptions.

Winners will be notified ahead of a public announcement in October 2023.

6. Copyright and permissions

All imagery MUST be the total and exclusive work of the submitting photographer and may not include any element that is the copyright of another. The Copyright for each image entered will remain with its respective photographer.

By submitting images to this competition, the entrant confirms and warrants that they have the permission of anyone pictured in the image (or, where the image shows any persons under 18, the consent of their parent/guardian or responsible adult) for the usage rights required by the promoter and will indemnify the Promoter, sponsor and media partner against any claims made by any third parties in respect of such infringement.

By submitting images the entrant confirms that any necessary permissions from the owner(s) of objects including buildings included in submitted images for the usage rights required by the Promoter and will indemnify the Promoter, sponsor and media partner against any claims made by any third parties in respect of such infringement.

By entering the Competition and submitting your photograph(s), you hereby grant the Promoter, its sponsor, media partner and hosting partner Zealous, a non-exclusive, irrevocable license to use your photograph(s) for any purpose connected or in relation with the Competition, including (but not limited to), promoting the Competition within printed and online media, the inclusion within printed and digital versions of any subsequent book relating to the competition, the inclusion within printed and digital versions of the Competition calendar and other merchandise, display at exhibitions, publication in other magazines or print media which the Promoter, sponsor and media partner may produce, promotion of the sponsor or media partner's involvement in the competition, use in press, promotional and marketing materials, social media networks and for the promotion of any future photographic competition in both print and online media.

All images will be credited to the photographer where used by the Promoter, sponsor, media partner and Zealous (e.g. © [photographer name], The Royal Meteorological Society Standard Chartered Weather Photographer of the Year, 2023).. In context of the above, the Promoter, its sponsor, media partner and hosting partner Zealous, reserve the right to make minor edits to the image for

publication purposes e.g. resize or crop. In doing so they will maintain the photographer's copyright and will not manipulate the image out of recognition.

We request that all 3rd party media outlets covering 'Standard Chartered Weather Photographer of the Year 2023' also fully credit images used with the photographer's name, although this cannot be enforced. The Promoter, sponsor, media partner and Zealous accept no liability for the failure of any third party media outlet to credit images to the photographer.

By submitting images the entrant confirms that they have not licensed or disposed of any rights in the image that would conflict with uses to be made by the Promoter, sponsor and media partner.

Other commercial opportunities may exist for photographers. Where such a commercial benefit is likely to arise, permission will be sought in advance in accordance with terms to be decided and agreed by the photographer

The Promoter and the sponsor does not accept any liability for the publication of unlawfully reproduced images.

7. Liabilities

By entering the Competition, the entrant agrees to maintain the highest standards in all matters relating to the Competition and not to do or say anything that does or might damage the reputation of the Promoter, the Competition, the other entrants, or the official partners, supporters, or sponsors of the Competition, or any subsequent Exhibition. The entrant acknowledges that entry into the Competition does not grant any rights in any intellectual property rights of the Competition and/or the Promoter, sponsor and media partner, and agrees not to use any names, logos or other intellectual property rights of any of them or to make any public statement regarding any of them without the prior written consent of the Promoter, sponsor or media partner.

The Promoter, sponsor and media partner is excluded from liability for any loss, damage or injury which might occur to the winner arising from his or her acceptance of the prize. The entrant will indemnify the Promoter, sponsor and media partner and the sponsor for all liabilities, including legal costs, in relation to any action or complaint taken by any third party against the Promoter, sponsor and media partner in relation to the entrant's photograph(s).

8. General

The Promoter reserves the right to amend these Terms and Conditions. These Terms and Conditions shall be governed by English law. When a photograph is submitted and the entry date has passed, the entry cannot be changed or withdrawn. Entries for the competition are free. Entry to the Competition shall be deemed full and unconditional acceptance of the terms & conditions.