



Terms and Conditions of the SWEDA Somerset Landscape Photography Competition

Dated: 16/11/2021

1. SWEDA

1.1 The charity is Somerset & Wessex Eating Disorders Association (SWEDA) of The Coach House, Harvest Court, Park Road, Shepton Mallet, Somerset, BA4 5BS.

1.2 The charity's website is www.swedauk.org.

2. THE COMPETITION

2.1 The title of the competition is Somerset Winter Landscape Photography Competition.

2.2 When you enter the competition, you give SWEDA your express consent to process your personal data. This will involve adding your personal details to our donations database and you agree to receive communications from SWEDA. If you change your mind, you can email admin@swedauk.org to request your details to be removed at any time.

3. HOW TO ENTER

3.1 **The competition will run from 19:00 on 24 November 2021 (the OPENING DATE) to 23:59 on 16 January 2022 (the CLOSING DATE).**

3.2 You must submit your photograph entry/entries (maximum of three entries per person), along with the Entry Form to competition@swedauk.org. The Entry Form can be downloaded, along with these Terms & Conditions, from the Competition page on www.swedauk.org.

3.3 To enter, you are required to follow @sweda_uk_org on Instagram. Your entry will be published on SWEDA's Instagram account, @sweda_uk_org, during the VOTING PERIOD.

3.4 You must make a donation of £5 to SWEDA via the Donate Now link on our website, found on our homepage at www.swedauk.org. The donation page can also be accessed here: <https://cafdonate.cafonline.org/4660#!/DonationDetails> You can donate via card payment or PayPal. Entries made without the £5 donation will not be published.

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3.5 You can submit up to **three entries**. **Each entry requires a donation of £5**. For example, if you submit three entries, you will need to donate £15.

4. ENTRY SUBMISSION RULES

4.1 The photograph entries must contain a winter landscape shot of Somerset.

4.2 The entry can be a rural or urban setting.

4.3 The entry can be in a portrait, square or landscape format, but it **MUST** show a physical landscape.

4.4 One person can submit up to three entries. Each entry requires a £5 donation to SWEDA.

4.5 Every entrant must have an Instagram account which will be tagged when they are released from SWEDA's account for the VOTING PERIOD. You will supply your Instagram handle on the Entry Form.

4.6 Entrants must be 18 years old and above.

4.7 Entrants do not have to live in Somerset or have any connection to Somerset in order to enter, with the exception being that they must have taken the photograph of the Somerset winter landscape and have visited the county in order to do so.

4.8 Entrants cannot use someone else's photograph to enter. Any photographs understood to have broken this rule will immediately be removed from the competition. **Please note that donations cannot be refunded under any circumstances.**

5. COMPETITION TIMELINE

5.1 The competition will run **from 19:00 on 24 November 2021 (the OPENING DATE) to 23:59 on 16 January 2022 (the CLOSING DATE)**.

5.2 **From 19:00 on 24 November 2021 to 23:59 02 January 2022, you can submit your entry/entries.**

5.3 **From 12:00 on 03 January 2022 to 23:59 on 16 January 2022, the voting period for all entries will be open.** Entries will be released from SWEDA's Instagram account (sweda_uk_org).

5.4 **The winners will be announced on Instagram on 17 January 2022 at 12:00.**

5.5 **The prizes will be sent to the winners by 24 January 2022 by recorded and signed for post.** The winners' contact details will be supplied to Royal Mail for delivery – this includes the postal address

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as well as the email address and phone number for updates. If you won't be in when delivery is due, you will be able to change the date by following guidance in Royal Mail's communications with you prior to delivery.

6. VOTING PERIOD

6.1 The entries will be released from the SWEDA Instagram account (sweda_uk_org) in separate posts at 12:00 on 03 January 2022. All entries will receive fair promotion from SWEDA and only a single post of each will go out.

6.2 You can then promote your entries to friends, family, colleagues and the wider public, asking them to vote for your entry with a 'like' on your entry post. Voters are allowed to vote on as many entries as they wish.

6.3 Entries released from SWEDA's account are the only examples of the photographs that can be counted to determine winners – entrants cannot release their photographs in posts from their own accounts and request that likes be counted on these.

6.4 The voting period will end at 23:59 on 16 January 2022.

7. THE WINNERS

7.1 The three entries with the most likes will win a prize.

7.2 If any of the winners draw, the final winners will then be picked at random.

7.3 There will be three winners in total and each will receive a prize. The first prize goes to the highest number of likes, the second to the next highest and the third to the next highest.

7.4 SWEDA will use the address provided during the entry submission process to deliver the prize to the winner. If another address is required, it is the responsibility of the entrant to email details of the different address to competition@swedauk.org

7.5 The winning entries, along with other entries submitted, may be added to blog posts and other information supplied to the public on our website (www.swedauk.org) and by submitting your entry or entries you expressly agree to such publication/use.

7.6 The winners will be further promoted on social media to celebrate their success once the voting period has closed and the winners have been determined.

7.7 The winners will be announced on Instagram at 12:00 on 17 January 2022.

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8. THE PRIZES

8.1 The prizes will be donated by local craftspeople and sellers based in the county of Somerset.

8.2 The prizes include a first, second and third prize.

8.3 The prizes and the sellers will be promoted on our Instagram channel.

8.4 The prizes include:

- a) First prize – A set of four illustrated Somerset Levels glass coasters donated by local artist Kate Norton.
- b) Second prize – A framed Somerset illustration donated by local artist Emily Holmes.
- c) Third – A handmade wool gnome ornament donated by a local seller.

9. LIMITATION OF LIABILITY

Insofar as permitted by law, SWEDA and its staff will not in any circumstance be responsible or liable to compensate the winner or accept any liability for loss, damage, personal injury or death as a result of taking up the prize except where it is caused by negligence of SWEDA and its staff. Your statutory rights are not affected.

10. OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS

10.1 Except your personal data, all competition entries and any accompanying material submitted to SWEDA will become the property of SWEDA on receipt and will not be returned.

10.2 By submitting your competition entry and any accompanying material, you agree to:

- a) assign SWEDA all your intellectual property rights with full title guarantee; and
- b) waive all moral rights,
- c) in and to your competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright; Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.



10.3 You agree that SWEDA may, but is not required to, make your entry available on its website and any other media, or in its physical office, whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant SWEDA a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompanying materials for such purposes.

11. DATA PROTECTION AND PUBLICITY

11.1 SWEDA will add your personal details to our donation database.

11.2 You may receive communications by email, telephone or post in future regarding updates, future fundraising initiatives and other communications that may be of interest.

11.3 Following the competition's close, you may request that your data is removed, in-line with national data protection laws.

12. GENERAL

12.1 If there is any reason to believe that there has been a breach of these terms and conditions, SWEDA may, at its sole discretion, reserve the right to exclude you from participating in the competition.

12.2 SWEDA reserves the right to hold, void, suspend, or amend the prize competition where it becomes necessary to do so.

12.3 The Terms and Conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.