

## **Art Fund - Museum of the Year Photography competition 2016**

By entering the Museum of the Year Photography competition 2016, you agree to be bound by these terms and conditions. Please read them carefully.

### ***Entry requirements***

1. Entry is open to residents of UK, Channel Islands and Isle of Man, who are over the age of 18, except employees or contractors of the Art Fund or the Museum of the Year 2016 finalists, or members of their immediate family, or anyone professionally connected with the competition. We reserve the right to require any participant to prove that he or she is eligible to participate in the competition.
2. Photographs must be taken of one of the Museum of the Year 2016 finalists and must be original and taken by you. It is the photographer's responsibility to obtain the appropriate permissions. Please do not submit portrait photographs of children unless you have expressly gained the written permission of their parent or guardian.
3. Copyright of the images remains with the photographers but by submitting your photographs you agree that the Art Fund has the right to use them in any future publicity material (print or electronic) without payment, subject to crediting the original photographer. This includes the right to permit use of the image by third parties solely for the purpose of promoting the Art Fund Prize for Museum of the Year 2016 or the finalists.
4. Multiple entries in the draw by commercial agents will not be accepted.
5. You must supply full details as required by the registration form (if you are entering via the form) and have access to the Internet and a valid email address to participate.

### ***How to enter***

6. The competition will open on Thursday 29 April 2016 and close at 23.59 on Friday 3 June 2016.
7. Entry to the competition is free. No donation to the Art Fund is necessary to enter the competition.
8. To enter the competition you must:  
  
Submit a photograph of a Museum of the Year 2016 finalist via the relevant page accessed at [artfund.org/prize](http://artfund.org/prize), or by using the hashtag #motyphoto on Twitter or Instagram. You may enter no more than one photograph. Photographs uploaded on the site must be in JPEG format only. We may contact you for a high resolution version of your images.
9. Entries submitted by any other means will not be accepted. Any illegible, incomplete or fraudulent entries will be rejected. Multiple entries or entries that are made fraudulently will be disqualified.

### ***How the winner will be chosen***

10. A shortlist of five entries (one for each finalist museum) will be selected by photographer Rankin. The overall winner will be selected via a public vote hosted on the Art Fund's website in June 2016.
11. The shortlist and the winner will be notified using the email address provided at the time of registration (or subsequently updated) or via social media within two working days of shortlist being made. It is your sole responsibility to check and update your social media accounts and contact details held by us.

12. In the event that contact with the shortlist or the winner cannot be made within a further 48 hours or if they are found not to meet the entry requirements, we reserve the right to withdraw the prize entitlement and award the prize to the next valid entry chosen at the same time as the original winner/s.

#### ***Prize on offer***

13. Each shortlisted photographer will win a National Art Pass (valid for one year) and a copy of photographer Henry Carroll's book [Read This if You Want to Take Great Photographs](#).
14. In addition, the overall winner - as chosen by a public vote at [artfund.org/prize](http://artfund.org/prize) - will win a [Lomography LCA 120 camera](#) and a [Frui photography holiday to Berlin](#) for two people, including flights. This can be redeemed on any 2017 Berlin photography holiday, subject to availability. Must book at least three months in advance. Based on two sharing a double or twin room. Single supplement available for a surcharge. Bring another friend for 20% discount.
15. No cash alternative will be offered and prizes are not transferable. We reserve the right to substitute a prize for a prize of equivalent or greater value if this is necessary for reasons beyond our reasonable control.
16. The prizes do not include any travel, accommodation or delivery costs incurred by the winner in order to enjoy the prize, aside from what is stated above. Prizes are subject to the prize suppliers' terms and conditions.
17. Failure to provide an address for delivery of prizes may result in forfeiture of a prize.

#### ***Liability***

18. We reserve the right to amend these terms and conditions without notice, by posting changes at the competition webpage on [artfund.org/news](http://artfund.org/news).
19. The Art Fund reserves the right to modify, cancel, terminate or suspend the competition in whole or in part, at its sole discretion, if it believes the competition is not capable of being conducted as specified within these Terms and Conditions or in the event of any other cause that is beyond the reasonable control of the Art Fund that could affect the normal course of the competition.
20. Neither the Art Fund nor any of its subsidiary or affiliated companies is responsible for any losses, failures or delays caused by events beyond its or their control such as (but not limited to) the acts or defaults of any supplier selected by the Art Fund to provide the prize that may lead to loss or damage of the prize in transit to the winner.
21. Save where it has been negligent, the Art Fund will not be responsible for any damage, loss or injury resulting from participants' entry into the competition or their acceptance and/or use of the prize, or for technical or other difficulties of any kind that may limit or prohibit their ability to participate in the competition. Nothing in these terms and conditions shall in any way limit the Art Fund's liability for death or personal injury caused by its negligence or for any other matter where liability may not as a matter of law be limited.
22. Any participant who enters or attempts to enter the competition in a manner, which in the Art Fund's reasonable determination is contrary to these terms and conditions or by its nature is unjust to other entrants may be rejected from the competition at the Art Fund's sole discretion. Furthermore, where such actions have significantly impaired the competition, the Art Fund may, at its sole discretion, add further stages to the competition as it deems reasonably necessary in order to resolve any problems arising as a result of such actions.

#### ***Publicity and Data Protection***

23. The Art Fund will collect and process participants' personal information in order to conduct the competition and it will be shared with The Art Fund's agents to the extent necessary for the competition to be administered and the prize to be delivered to the winner. Participants' names and other personal details from their entry to the competition will be collected and stored by the Art Fund and held in accordance with its privacy policy in place from time to time: <http://www.artfund.org/pages/privacy-and-cookies>
24. By entering the competition you agree that if you win you may be required to take part in reasonable publicity relating to the competition, including photographs and video, and consent to such participation. We may also use your name and a shortened version of your address (for example, John Smith from London) for promotional purposes on our website and elsewhere.
25. For one month from the closing date of the competition, details of the winner will be made available to participants and the public on request by sending a letter and stamped addressed envelope referencing 'Museum of the Year Photography Competition 2016' to the Art Fund, 2 Granary Square, King's Cross, London, N1C 4BH. The Art Fund's decisions in relation to the winner of the competition are final and the Art Fund will not enter into any further correspondence with participants.
26. The promoter of the competition is the National Art Collections Fund (registered charity number 209174 (England and Wales) and SC038331 (Scotland)) of 2 Granary Square, King's Cross, London, N1C 4BH and the competition is governed by and construed in accordance with the laws of England and Wales and the Courts of England and Wales shall have sole jurisdiction over any dispute.