

Terms and Conditions

These terms and conditions govern the Capturing Cranbrook photography competition. The competition organisers are Berkeley Homes. By accepting the Terms & Conditions of the competition and subsequently submitting your images, you have entered into an agreement with Berkeley Homes.

The organisers reserve the right to modify these terms and conditions without notice.

Competition entry

You agree that if you are a winner, you will take part in and cooperate fully with reasonable publicity and to the use of your name and photograph in such publicity.

By entering the competition, you agree to the provisions of these terms and conditions and to comply fully with them.

The competition is open to anyone except those directly involved with the competition and judging (including their families and relatives).

If you are under the age of 18 you must have permission to enter from your parent or guardian. By submitting an entry for the competition, your parent/carer/guardian is deemed to have given such consent and to agree to the use of the entry as described in these terms and conditions.

The closing date for submissions is 14th September 2022. All submissions received after this time will not be eligible. Please note that sending is not proof of receipt.

The Organisers cannot be held responsible for emails that do not arrive due to the entrant's email security settings or restrictions placed by their Internet service provider. Your entry must be submitted digitally via the email address provided.

By submitting images to Capturing Cranbrook Photography Competition, each entrant confirms and warrants that:

- they are the sole author of each entry and that it is their original work;
- they own the copyright and any other intellectual property rights of each image;
- 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) for the usage rights required by Berkeley Homes and will indemnify Berkeley Homes against any claims made by any third parties in respect of such infringement;
- they have not licensed or disposed of any rights in the image that would conflict with uses to be made by Berkeley Homes;
- they have received any necessary permissions from the owner(s) of objects including buildings included in submitted images for the usage rights required by Berkeley Homes and will indemnify Berkeley Homes against any claims made by any third parties in respect of such infringement.
- Berkeley Homes have permission to use the imagery provided across their marketing channels as long as full credit is given to the image owner.
- If you are a winner you will take part in and cooperate fully with reasonable publicity and to the use of your name and photograph in such publicity.

What to enter

- Photographs must be a minimum 1MB – maximum 5MB file.
- A maximum of one entry may be entered per applicant.
- An image will be rejected if it appears to have been taken in such a way that wildlife law or animal welfare requirements may have been breached or it has been otherwise taken in an irresponsible way.
- All plants must be non-cultivated.
- Domestic pets and farm animals are not eligible, nor are native or exotic wildlife photographed in zoos, sanctuaries, shows and fairs or similar locations.
- All images should be taken within Cranbrook with details of location and species (where known) included in the submission.
- Berkeley Homes reserves the right to remove or refuse any entries from the competition for any reason.

Judging

A panel of Judges will choose the winner based upon technical skill, diversity, originality and creativity of composition. Judging will be made by Berkeley Homes, Times of Tunbridge Wells and Kent based photographer, David Jenner.

Judges will assess entries to establish category winners, and collectively agree on the overall competition winner.

Digital adjustments are acceptable; however, the way in which any digital enhancement or editing has been used will be taken into account when judging the entry. Cropping is allowed.

The decision of the organisers is final and no correspondence will be entered into concerning the competition's judging and organisation.

Announcement of winners

Judges will choose the winner from each category. The winner will be announced, with winning images displayed, in Times of Tunbridge Wells in September and in SO magazine in their October edition.

Usage Rights

By entering the competition, you grant Berkeley Homes a non-exclusive, irrevocable licence to reproduce, enlarge, publish or exhibit, on any media, the images for any purpose to further its aims and objectives.

Data Protection

We will keep your details on our secure database to enable us to use your images (see usage rights). We value your support and do not pass on information about you to any group or individual. Your data will be kept securely in line with GDPR regulations and our privacy policy. You can unsubscribe at any time.

Indemnity and Limitation of Liability

To the maximum extent permitted by law, Berkeley Homes excludes its liability for any loss, damage, injury, cost or expense suffered by you, whether directly or indirectly and howsoever caused, in connection with the competition and use of any prize. Nothing in these terms and conditions shall exclude Berkeley Homes liability for death or personal injury arising from Berkeley Homes own negligence or any other liability that cannot, as a matter of law, be excluded.

You agree to indemnify Berkeley Homes and keep Berkeley Homes indemnified against any loss, damage, injury, cost or expense suffered by Berkeley Homes as a result of your entry in the competition, including (but not limited to) any claim of infringement of intellectual property rights made by any third party.

General

The information given in these Terms & Conditions is correct, but Berkeley Homes reserves the right to change any of it without prior notice. By entering the competition, entrants will be deemed to have agreed to be bound by these Terms & Conditions.

Any breach of these Terms by an entrant will void their entry. If a breach has occurred but is discovered after the award of a prize, then the organisers may require the return of that prize.

You agree that if you are a winner you will take part in and cooperate fully with reasonable publicity and to the use of your name and photograph in such publicity.

These Terms and Conditions shall be governed and construed in accordance with English Law and will be subject to the exclusive jurisdiction of the English courts.

Prize Terms and Conditions

The winner of each category will be announced in September. The winners will receive a £300 voucher for Jessops to purchase specialised camera equipment, Berkeley Homes to contact the winner directly by email to organise the prize and its delivery.

The Organiser reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the Organiser's control. Any changes to the competition will be notified to entrants as soon as possible by the Organiser.

The competition and these terms and conditions shall be governed by and construed in accordance with English law. You and the Promoter irrevocably agree that the courts of England shall have exclusive jurisdiction over any claim or matter or to settle any dispute which may arise out of or in connection with these Terms & Conditions and that accordingly any proceedings may be brought in such courts.