

TERMS & CONDITIONS

ROTTERDAM PHOTO FESTIVAL / TERMS & CONDITIONS: CONTAINER EXPO 2022
The sponsor of the Rotterdam Photo Container Expo Contest is Stichting Daguerre,
Rotterdam (NL).

TERMS

The Contest has an early bird deadline of October 10th, 2021 at 11:59 pm PST (the Early Bird Deadline). The Contest has a regular deadline of November 1st, 2021 at 11:59 pm PST (the Regular Deadline). If extended, the final deadline (the Final Entry Deadline) will be November 11th, 2021 at 11:59PM (PST). All entries must be received by the Final Entry Deadline.

WHO MAY ENTER

Contest is open to professional and amateur International photographers. Entrants must be at least 16 years of age as of the date of entry. Stichting Daguerre staff, judges, and their families are not eligible to enter the competition. CONTEST IS VOID WHERE PROHIBITED.

COST OF ENTRY

Submission is for free. If the jury select your work to exhibit at Rotterdam Photo the costs are as following: • Full container (20ft) €650,- excluding VAT for Dutch participants. Early Bird entry €600,- • Shared container (20ft) €400,- excluding VAT for Dutch participants. Early Bird entry €350,- • Full container (10ft) €500,- excluding VAT for Dutch participants. Early Bird entry €450,-

International credit cards are accepted. Note: you can sell your work at Rotterdam photo, the organisation does not take any commissions.

HOW TO ENTER

To enter electronically, please visit rotterdamphoto.eu to submit. Once the registration process has been completed, you will receive an email confirmation. Simply log onto the website and follow the online instructions to upload images from your computer. • You may enter any number of entries • No mail-in entry is available for this Contest • Each Entry consists of an entry form, five images, a short artist biography and a description of the submitted work • Each submitted photograph, in its entirety, must be a single work of original material taken by the Contest entrant

By entering the Contest, entrant represents, acknowledges and warrants that the submitted photograph is an original work created solely by the entrant, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim or interest in the photograph.

Photographs that include sculptures, statues, paintings, and other works of art will be accepted as long as they do not constitute copyright infringement or fraud, provided that entrants must be prepared to provide a release form as described below in "Third Party Releases/Licenses."

When photographing the work of others, it must be as an object in its environment and not a full-frame close up of another person's art.

If the Photograph includes other people, you must be prepared to provide a signed written personal release from all persons who appear in the Photograph submitted, authorizing use of the Photograph as provided below in “Third Party Releases/Licenses.” If you are unable to provide a personal release, upon request by Sponsor and in the form provided by Sponsor, then your entry may be disqualified. You do not need to send the release with your entry. If you win, we will contact you if a model release is needed.

The entries will be judged in accordance with the Judging Criteria, as defined below. The photograph must not, in the sole and unfettered discretion of the Sponsors, contain obscene, defamatory, sexually explicit, or otherwise objectionable or inappropriate content. Photographs deemed inappropriate will be disqualified.

On-line entries must be made by the authorized account holder of the e-mail address submitted at the time of entry. “Authorized account holder” is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, internet domain owner, or other person or organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted e-mail address.

CATEGORIES

Categories and themes are specified on the home page of Rotterdam Photo Container Expo Contest website.

COMPETITION PRIZES

Prizes are specified on the Awards page of Rotterdam Photo Container Expo Contest website.

JUDGING

Contest consists of three (3) rounds of evaluation. In each round, a panel of experts in photography (the “Judges”) will each review a portion of the entries and select a group of entries in each Category to proceed to the following round. Entries will be judged on the basis of creativity, photographic quality and effectiveness in expressing the contest theme. Winners will be announced on this web site as well as on social media channels. Decisions of the Sponsors and Judges are final and binding.

Sponsors reserve the right not to award all prizes in the event an insufficient number of eligible entries meeting the minimum judging criteria are received, as determined by Sponsors and Judges in their sole discretion.

ENTRANT LICENSES/RELEASES

By participating, ALL ENTRANTS grant Stichting Daguerre and their designees,

licensees or affiliates (the “Authorized Parties”) the right to reproduce, distribute, display and post the entries online, and in promotions directly related to the Rotterdam Photo Contest, so that audience members may view all competing entries.

By participating, each WINNER grants to the Authorized Parties a non-exclusive license for use of his/her winning entry in connection with the Rotterdam Photo Contest and promotion of the Rotterdam Photo Contest, including but not limited to print or digital publication and public exhibitions showcasing the winners. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use.

If the photograph contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the photograph, the entrant is responsible for obtaining, prior to submission of the photograph, any and all releases and consents necessary to permit the exhibition and use of the photograph in the manner set forth in these Official Rules without additional compensation. If any person appearing in any photograph is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each release.

COPYRIGHT OVER EACH ENTRY REMAINS THE PROPERTY OF ITS RESPECTIVE ENTRANT.

THIRD PARTY RELEASES/LICENSES

Winners authorize Stichting Daguerre to reproduce, distribute, and display the photograph entry in connection with the Rotterdam Photo Container Expo Contest and promotion of the Rotterdam Photo Container Expo Contest, in any media including but not limited to: publication in the Rotterdam Photo Container Expo website showcasing the winners, and in exhibits and promotions related to the Rotterdam Photo Container Expo Contest.

LIMITATION OF LIABILITY

By participating, entrants agree to release, discharge and hold harmless Stichting Daguerre, and each of their respective partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Contest or any Contest-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

Sponsors assume no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms.

Sponsors are not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers,

computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or at any Web site, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to this Contest.

CONDITIONS

This Contest is subject to local laws and regulations. Certain restrictions may apply. Entries void if the Sponsor determines the entry to not be an original, or if the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

Participants also agree (a) to be bound by these Official Rules; (b) that the decisions of the Judges are final on all matters relating to the Contest; and (c) if he/she wins that Sponsor may use each winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval. All local taxes, fees and surcharges on prizes are the sole responsibility of the prize winners. In the event that the selected winner(s) of any prize are/is ineligible or refuses the prize, the prize will be forfeited and Sponsors, in their sole discretion, may choose whether to award the prize to another entrant.

RIGHT TO CANCEL OR SUSPEND CONTEST/FESTIVAL

If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsors that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsors reserve the right, at their sole discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest. If Sponsors elect to cancel or terminate the Contest, Sponsors will not retain any rights in the submitted photographs and will return the entry fees.

Due to safety reasons (a storm/fire/pandemic or others) the sponsor can cancel the festival. No fees or costs made by participants are refunded. In case of a second wave of Covid-19 or a lockdown, the festival will officially move to the 30th of June till the 3th of July 2022. All selected photographers will automatically move with the festival. If your work is selected by the jury, we inform you as soon as possible not later than 2 weeks. We then ask you to confirm your participation. If you have any questions ask the organisation (sponsor) before you make your final decision to participate at Rotterdam Photo festival. If you cancel your participation later than December 5th, 2021, the organisation (sponsor) has to charge you 50% of the fee you submitted your work for.

- Full container €375,-

- Half container (shared) €250,-
- Full container (10ft) €275,-

If participants cancel their participation 2 weeks before or shorter than 2 weeks prior to the festival the organisation (sponsor) has to charge you 100% of the fee the participant submitted their work for.

INSURANCE

All participants are required to insure their own photographic work for shipping/ transportation and hanging during the Rotterdam Photo festival. The organisation (Sponsor) of Rotterdam Photo is in no means responsible for any damage to your work.

HANDELING & SHIPMENT ARTWORK

If your work is selected by the jury and you confirmed your participation and paid the fee but can not attend the festival. Inform the sponsor. Sponsor can help to install the work of the participant if they are informed minimum 4 weeks prior to the festival and send the prints and instructions for hanging. Sponsor is not responsible for any damage done by transportation or during the exhibition period. Sponsor can deinstall the work of participants and send the work back to participants only if participants arrange and pay the return shipment.

VAT

All Dutch entries and entries within Europe (without VAT number) will be charged 21% VAT. For entries within Europe with a VAT number and entries from outside Europe, no VAT will be charged.

