



DIVERSITY ISLAND

A photo competition from Under the Rainbow

Terms and Conditions

By entering the Diversity Island Competition (the “Competition”), each entrant (the “Entrant”), *Under the Rainbow* (as defined below) and the Administrator (Admin, as defined below) agrees to be bound by these terms.

It is the Entrant’s responsibility to have read the Terms and Conditions prior to or at the time of entry into the Competition, and entry into the Competition will be treated as acceptance of these Terms and Conditions.

Under the Rainbow is the full operator and sponsor of the Competition, and its team (the “Admin”) administers all of the proceedings relating to the Competition.

The Competition is not open to any persons (including directors, interns, volunteers, consultants, sponsors, judges and event hosts) who are employed by, party to any contract with or who are otherwise involved with *Under the Rainbow*.

Each image entered into the Competition (an “Entry” or “Image”) must be submitted electronically through the email photo@undertherainbow.ie

All enquiries from Entrants regarding the Competition or the Terms and Conditions must be made through photoadmin@undertherainbow.ie

Opening and closing dates of the Competition will be detailed and updated on Under the Rainbow’s web page.

All Entrants into the Competition must be a full-time resident of the Republic of Ireland or hold a valid Irish Passport.

Each Entry must be made by the individual whose details are presented with the entrance submission.

Each Entry must be received by the closing date, which shall be published on the *Under the Rainbow* website and which may be subject to change.

The Entrant acknowledges entry into the Competition does not grant the Entrant any intellectual property rights in or over *Under the Rainbow* or the Competition itself.

The Entrant agrees and undertakes not to use any names, logos or any other intellectual property, or to make any public statement, in each case regarding either *Under the Rainbow* or the Competition, without gaining prior written consent from the Admin.

All Entrants agree not to bring the Competition or the Admin into disrepute. Behaviour that causes damage to the reputation of the Competition, other Entrants, partners, charities, supporters, sponsors or associated parties may lead to the Entrant being disqualified from the Competition, a lifetime ban for that Entrant and further legal action depending on the scale of the infraction.

Image Rights

All Images must be in the sole and exclusive ownership of the Entrant and must not infringe on the copyright of any other party.

The copyright in respect of each Image will remain with the copyright owner before and after submission to the Competition and will not be transferred to the Admin or *Under the Rainbow*.

The owner of the copyright will be credited in any instance of publication in any media form using their name as provided by that Entrant in their submission(s).

The Admin may add to the credit text a web pathway or 'hyperlink' for the photographic website of the copyright owner. Such web pathways or hyperlinks will be the same as those entered on the Entry submission and the Admin is under no obligation to update such information at any time. It is the responsibility of the Entrant to inform the Admin of an updated web pathway or hyperlink.

The owner of the copyright agrees to grant the Admin a non-exclusive Licence (the "Licence") to reproduce, publish and exhibit the copyright owner's Images upon entering the Competition.

The non-exclusive Licence applies to instances that directly or indirectly involve the Competition, including, but not limited to, displaying of the photographs at public events, usage by the Admin on the Competition website, for publicity, in email transmission, in print media, and Admin operated social media and will also extend to instances where the Admin requires the transmission of copyrighted material for the printing of publicity posters, banners or leaflets and guides as well as associated publicity.

The owner of the copyright also agrees to grant the Admin a non-exclusive license to use the images for advertising purposes for a period of 12 (twelve) months following the close of the competition.

Unless specified above, no merchandising will be undertaken by the Admin, or *Under the Rainbow* without seeking separate agreement from the Entrant.

The Entrant gives permission for the Admin to send the copyright owner's Entry (image files and Captions) to the Competition's Judges to facilitate the judging process.

In cases of inadvertent unaccredited disclosure to the public of any material the Admin can take no responsibility. The Admin will take all reasonable steps to ensure that the Licence is not breached by accidental disclosure of Images to the public.

File Upload Specifications

All Entries must be submitted in digital JPEG format.

All Entries submitted to each category of the Competition should be no larger than 8 MB in file size.

It is the responsibility of the Entrant to ensure that each Entry meets with the requirements in this section of the Terms and Conditions by saving the files with no watermarks, stencil, borders or signatures on the Image file itself.

Failure to adhere to this section of the Terms and Conditions may lead to immediate disqualification of the infringing Entries with no further notice or reasoning given. No further debate will be entered into between the Admin and an Entrant on that score.

After the judging process has concluded, Entrants whose Entries have been shortlisted by the Judges may, at the discretion of the Judges and of the Admin, be required to submit the RAW camera file. The file will not be circulated to any individual other than an Admin or Judges. Submission of the RAW data is to ensure ethical standards are maintained. This section applies only for certain categories (as determined by the Admin in its sole discretion) where evidence of animal baiting/cruelty, misrepresentation of reality or an attempt to disguise unethical behaviour is suspected.

After the judging process has concluded, high-resolution files may be requested of those Entrants who have been selected by the Admin. These files should be in TIFF format if possible, or JPEG and should be in 8-bit Adobe RGB. These files should be cropped the same, and in the same colour gamete as the original JPEG entry.

Entrants are requested not to upscale their Images before submitting them to the Competition.

Images that cannot be authenticated or are not of acceptable quality (as determined by the Admin in its sole discretion) may be disqualified from the Competition by the Admin in accordance with these Terms and Conditions.

Entries deemed by the Admin in its sole discretion to have been entered into an incorrect category may be moved to an appropriate category without giving notice to the Entrant.

Images entered into the Competition do not have to have been taken in the Competition giving year and can be from any time in the past.

Images previously entered into other competitions are allowed, however Entries that have won a Competition in another competition on or before the time of entry into the Competition will be disqualified at the sole discretion of the Admin in accordance with these Terms and Conditions. If an Entrant has any queries, these enquiries should be made to the Admin through photoadmin@undertherainbow.ie

Authenticity

Save as otherwise permitted in these Terms and Conditions, image manipulation of digital files that include HDR, focus stacking, cropping, noise reduction, dodging, burning, dust spot removal, sharpening, contrast, tone, and multiple exposure layering (provided that the Images were all taken in the same session in the same location) are permitted. This list is exhaustive.

Except for the removal of dust spots, Images submitted to the Competition must not distort reality and may not have any items or objects, or parts of objects added or removed from the main Image.

Image-wide contrast and brightness adjustments, saturation, exposure lens profiling and colour temperature tweaking are exempt from necessary mention in the caption submission and should be considered as commonplace tweaking and are permitted.

All EXIF data should be kept intact on the files submitted.

All Images that the Admin suspects or determines (in its sole discretion) to have been tampered with, falsified or are found to be illegal or in breach of these Terms and Conditions generally, may be disqualified from the Competition.

All Images must be free from the addition of false or unrelated data that does not originate from the original photograph.

All Images must be a complete record of all that was in the Image at the time it was taken (with the exception of dust spot removal). This pertains to, without limitation, the removal of people, animals, items, objects or parts of objects.

Panoramic stitching is permitted but must be referred to in the Caption submission if it is used.

Captions

A caption (the "Caption") must be submitted with every Entry into the Competition.

Failure to submit a caption may result in the Entry's disqualification in accordance with these Terms and Conditions.

Captions must be in English where possible, except where permitted by the Admin.

Enquiries regarding the submission of Captions in languages other than English must be sent to the Admin via photoadmin@undertherainbow.ie.

Captions must include background information about the Entry, such as any motivations the Entrant may have held for the Image and special circumstances surrounding the moment and/or Image.

Captions must also include as precise a location as possible for where the Image was captured. Should the Entrant's camera have GPS, and this was enabled at the time of shooting, the file data relating to the Image should be left intact.

Captions must also make clear the photographic equipment used as well as the camera settings that were used at the time the Image was taken.

Judging

The judging is performed initially by the team and Board at UtR who will compile a shortlist of entries. The entries will have been anonymised at this stage by the Admin. These will then be passed to a panel of judges and an professional photographer by the Admin.

Once the Admin has presented the vetted folders of Entries to the Judges, the Judges engage in a scoring exercise and decide (in their sole discretion) on the Entries that score highest in each category. These Entries are stored securely during the judging process.

The Competition will have the following awards:

Best Professional, Amateur, Student (over 18)

In addition prizes may be awarded for themes including most humorous, kink, nature, LGBTQ+, intersectionality, race, sports and any others as the Judges' see fit. The same entry may win more than one prize.

The Judges will decide a winner for each award. The Judges' decision is final.

Judges may be placed under a non-disclosure agreement that lasts for the duration of the Competition and their association with the Admin. Under such an agreement, Judges are forbidden to discuss the Competition mechanics, internal image sharing systems, Administrative particulars or divulge private personal details of those involved with anyone (including Entrants, sponsors, persons relating to the press or media outlets) unless express written permission is obtained from the Admin ahead of time.

The identities of the Judges selected by the Admin will be publicly available on the Competition website.

Each Judge is independent of the Admin and participates as a volunteer to adjudicate the Competition.

Notification to an Entrant that an Image submitted by that Entrant has been selected for an award is done in the strictest confidence. Entrants are forbidden to disclose any details of any winning Entries to any third party in any way until the Admin grants that Entrant written permission to do so, or until the Admin makes a public announcement that identifies that Entrant's Entry as a winning Entry (if earlier).

The Admin retains the right to add or replace (at their sole discretion) any number of the Judges at any stage of the Competition.

Ethics

The Admin respects the rights of nature, and laws of the Republic of Ireland. As such, any and all breaches of the laws of the Republic of Ireland may be grounds for disqualification from the Competition in accordance with these Terms and Conditions.

Entrants must be honest and genuine with their submissions to the Competition.

Each Entrant retains full responsibility for obtaining any permissions needed to display the content of their Image in the Competition, or on the Competition website. This includes abiding by national and international law, seeking permits and permissions for accessing the land on which the photograph was taken and the rights to any and all brands, faces or persons featured in the Entry being legally sought. The Admin accepts no responsibility for those Entrants that fail to comply with these requirements and shall be held harmless by the Entrant for any liabilities associated with such infractions.

All Entrants must ensure their submissions have been ethically obtained. This includes respect for nature, habitat, animals, personal property and trespass laws. Any suspected destruction of habitat or personal property that is suspected in an attempt to capture an Image will not be tolerated and will result in the Entrant being disqualified from the Competition in accordance with these Terms and Conditions.

All content within the Caption of any Entry must be truthful, complete and accurate, and must not mislead or omit details that may later be detrimental to the judging process.

The use of live bait to lure any animal, and the intentional torment of creatures is unacceptable and any suspected breach be taken extremely seriously. In such instances the Entrant will be disqualified from the Competition in accordance with these Terms and Conditions, and the correct authorities shall be informed.

All Entrants agree that the Images that they have submitted to the Competition have not involved the intentional torment or injury of any animal in order to capture the Image, or set up the events that led to them being able to capture the Image. Any suspected breach of this rule will not be tolerated and will result in the Entrant being disqualified from the Competition in accordance with these Terms and Conditions.

Disqualification

The Admin retains the right to disqualify (at its sole discretion) any Entrant, or Entry at any stage and for any reason. These reasons may include, but are not limited to, misuse or theft of intellectual property, antisocial, crude or abusive behaviour, dishonest representation, unethical treatment of animals, contravention of local/national laws and failure to abide by the rules laid out in these Terms and Conditions.

In the event of disqualification from the Competition, the Entrant will be offered no Competitions or compensation.

A decision of the Admin is final in all matters pertaining to the Competition and no negotiation will be entered into with any Entrant or associated parties.

The Admin reserves the right to waive a breach of the Terms and Conditions at its sole discretion, after considering the case in question.

Data Protection

All personal data, as defined under the General Data Protection Regulations (GDPR), collected by the Admin will be managed and protected in accordance of the relevant Data Protection regulations.

Personal data will be collected in a way pertinent to the facilitating of the Competition.

The Entrant's contact email addresses and name data will be stored and added to a mailing list that will solely involve the Competition itself and event activity.

Entrants may contact the Admin at any time to delete or update that Entrant's details on the Admin's record using photoadmin@undertherainbow.ie

If any Entrant wishes to unsubscribe from the mailing list, this facility will be made available to them and the Entrant should send this request to the Admin using photoadmin@undertherainbow.ie

