

Guidelines for terms and conditions
Asian Photography contest

The following are recommendatory guidelines drafted by us to assist you. We have developed these based on our experience and on a best effort basis. We recommend that you validate these from your legal team for completeness and adequacy in managing your risks.

Terms and Conditions

- These Terms, Conditions and Guidelines (these “Terms”) are applicable to and govern the “Asian Photography Contest” organized and conducted by SAP Media Worldwide (SAP).
- By participating in the Contest, Participant agrees to abide by and be bound by these Terms.
- These Terms may be modified without any prior notification. Participant is advised to regularly review these Terms. If there is any disagreement with any of the Terms defined by SAP Media Worldwide (SAP), participant must not participate in the Contest.

Definitions

Contest	Artistic Photography Contest conducted during the period April 1, 2014 to August 10, 2014
Contest Management	SAP Media Worldwide (SAP)
Website	www.asianphotographyindia.com
Judging panel	A group of individuals appointed by SAP to determine nominees and winners on the basis of a pre-determined criteria
Participant	Any individual that participates in the Asian Photography contest by completing the application form and submitting a photograph as per the defined terms and conditions
Winner	Winner determined based on the defined eligibility criteria
Terms and conditions (T&C)	These terms governing the Contest, as may be amended from time to time

Eligibility Criteria for participation in the Contest

- Participant must be 18 years of age (or more) by 31st March 2014
- Participant must be a resident of India
- Participant must submit entries in the form of prints.
- Participants are allowed to participate in multiple categories with a maximum of one entry per category
- Employees of SAP and sponsors and partners of the Contest their affiliates, subsidiaries and group companies are not allowed to participate in the Contest.
- The final eligibility of Participants will be subject to the discretion and approval of the Contest Management
- A Participant may be disqualified if there is any conflict with the sponsor, and this is identified at any point of time during the contest
- If the participant is found to have plagiarised any aspect of his/her entry, the participant will be disqualified.

Receipt of entries

- The entries should not be mounted and without borders
- Size of the prints should not be smaller than 8 x 10 inches or bigger than 9 x 12 inches. For panoramic entries, the shorter side must measure a minimum of 8 inches.
- Entries for multiple themes need to be sent in separate envelopes.
- The theme name should be clearly mentioned on the envelope.
- A photocopy of the participation form with all details filled in must be pasted behind each print.
- Participation form will be available in the April 2014 issue of Asian Photography.
- There must be no identifying marks, names or copyright information on the face of the print.
- Contest Management will not be responsible for non-receipt of entries

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- If at any time, any information provided by any Participant is found to be incorrect in any manner, then SAP reserves the right to disqualify such the Participant from the Contest, without limiting the rights of SAP to take appropriate legal action.
- Disqualification of entries is at the sole discretion of SAP, on a case by case basis.

Guidelines for submitting digital images

- Participants will need to log on to asianphotographyindia.com, download the registration form and mail the completed form ap.artistique@gmail.com along with your images.
- Entries in the form of digital image files should be JPEG files.
- The digital files should have a minimum resolution of 2000 pixels on the shorter side. The file size should not exceed 5MB
- The winner will be determined as per the T&C defined herein

Winner determination

- Asian Photography will appoint a judging panel to determine the nominees and winning images in each category, based on a final shortlist
- The decision of the judges will be final. Asian Photography and SAP Media Worldwide Pvt Ltd will not enter into any correspondence regarding the judging or organization of the competition.
- Nominees and winners may be asked to provide a valid passport for the purpose of international travel for the Final Face-off round.
- Participants must ensure that they are able to provide it immediately, whenever asked for by Asian Photography. Nominees who are unable to do so by this time will automatically not be considered for the final round of selections for the Final Face-off
- Entries will be judged on the basis of interpreting and expressing the theme, along with the technical and aesthetic quality of the photograph.
- Nominees will be announced and showcased in one of the future issues of Asian Photography. Keep following Asian Photography's website, Facebook and Twitter pages for updates on the same.
- Participants may be contacted for a high-resolution JPEG or RAW file of their image and other details, for potential short listing purposes during the competition. Failure to produce such details or a high-resolution file within five days will eliminate an participant from the short listing process.
- The participant must be the sole creator of his / her photographs and must also own the copyrights and rights to reproduction of all entered into the contest. It is the legal responsibility of the participant, and not Asian Photography / SAP Media Worldwide Pvt Ltd, to ensure that publication of the photographs by Asian Photography raises no legal claims.
- Every participant will retain copyrights of his / her image.
- By entering your images into the competition, participants agree to allow Asian Photography to publish their photographs in print or electronic form, in future issue or issues of Asian Photography, for editorial and promotional purposes, without payment.
- The images will be reproduced with due credit to the photographers
- The Contest Management will try to contact the nominee on the contact number provided on the application form on a best effort basis.

Timelines

- The last date of receipt of entries is August 10th, 2014- 12 AM
- Details of the nominees will be mentioned on the website www.asianphotographyindia.com
- Efforts will be made to adhere to the defined timelines. However, the defined timelines are subject to change based on circumstances
- Contest Management, SAP and its sub-contractors shall not be held accountable / liable for any disruptions, stoppages, interruptions, delays, closure or cancellation of the Contest or any part thereof or final gratification or any part of its processes or due to any reasons or on account of any factors beyond its control and/or due to force majeure

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Additional information

- Participants may be contacted by the Contest Management for any additional information as may be the requirement from time to time. Contest Management has the right to ask for documentary proof of information / audit the information provided. If such a request is made and the Participant does not comply within 5 days from the date the request is made, the Participant could be disqualified from participation in the Contest.
- Contest Management will try to contact the Participant on best effort basis on the contact number mentioned on the application form. In the event it is not possible to contact any Participant to obtain information on them, interview them, obtain documents, coordination for visit etc. such Participant may be disqualified from further participation.
- Information provided by the Participant will be kept confidential and will be used only for the limited purpose of evaluating the Participant's entry to the Contest and for the purpose mentioned herein below.
- Decision taken by the Contest Management shall be final and binding on the participants of the contest. No dispute, of whatsoever nature, in this respect shall be entertained by the Contest Management
- The related expenses for the travel will be borne by the participant.
- In case, the participant wishes to stay or extend its stay beyond the stay organized by the Contest Management, then the participant shall bear all expenses / charges including charges towards traveling back to his/her home city, accommodation, food, local travel, insurance etc. during his extended stay in the city where the event is organized.
- There are no charges for participating in the Competition. However, merely participating in the Promotional Offer will not entitle any participant to win the Rewards & Benefits , and the participant who shall be selected as per the defined terms and conditions
- In case, the nominee or winner is unable to reach the venue as per the scheduled itenary or misses the transport and travel arrangement made due to any circumstance, then Contest Management has the right to replace the nominee or winner with the back-up nominee or winner as ascertained by the judging panel or any other individual as deemed appropriate
- SAP shall not be responsible to the participant or their legal heirs/successors/representatives for any loss, damage personal or property on account of travel arising out of and in connection with the participation in the contest.
- The participant hereby irrevocably authorize the contest manage to use the images received during and/or after the Promotional Offer in respect of the participants (including name and photograph etc.). This shall be the property of SAP and SAP shall be entitled to use the same in its communications including marketing promotions and advertisements along with/without SAP's brand.
- The participant shall be responsible for his / her own behavior, misconduct, unlawful acts, actions / inactions etc. during the entire trip including his/her hereby indemnify and shall keep indemnified, SAP, its subsidiaries, affiliates, associates, directors, employees, agents, partners, vendors etc. from any claim, actions, suits, dispute/s, liability etc. arising due to or in connection thereto or out of the aforesaid misbehavior, misconduct, unlawful acts, actions/inactions etc.
- SAP shall not be liable in any manner for any mishap, accident, injury or damages etc. of whatsoever nature, caused during the contest. Further, SAP shall not be liable in any manner for any loss, damage, theft, or any other mishap caused during the contest.

General

- The Contest is valid for residents of India only.

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- Participant agrees that the Participant is legally capable of entering and, if selected, participating in the Contest and agree to the Terms and that Participant is competent (i.e. Participant are of legal age and mental capacity) and eligible to enter into this legally binding agreement on Participant
- The successful participants shall be responsible for any additional, incidental expenses required to be incurred to avail and participate in the Contest. All taxes, insurances, transfers, spending money and other incidental and related expenses as the case may be, unless specifically stated, are Participants sole responsibility.
- Participant understands and agrees that merely participating does not entitle the Participant to a prize or to any other form of consideration
- Participant warrants and represents to the Contest Management that all information including any communications, software, photos, text, video, graphics, music, sounds, images and other material submitted or recorded in any manner by the Participant or the partners of Contest Management including Contest Management for consideration for the Contest are solely owned by the Contest Management and do not infringe upon any other individual or organizational rights (including, without limitation, intellectual property rights). Participant shall be completely responsible for handling any infringement or alleged infringement and shall indemnify the SAP Entities (in India or abroad), and the Contest Management from any claims, costs or damages from infringement or alleged infringement of the logo or trademark or the defense of a claim or any costs payable thereof.
- Participant must enter the Contest at their own will and the Contest Management or SAP are not in any way obligated or liable for any loss or costs that the Participant may suffer or incur and nothing is payable to the Participants for participating in the Contest or any event prior to or following the Contest.
- Participants, nominees and winners by submitting an application form for the purpose of entering the Contest, automatically grants SAP a royalty-free, irrevocable, worldwide, non-transferable, non-exclusive right and license to use and display such entry, for participation in the Contest, and any intellectual property in relation to and arising out of such participation in the Contest and footage thereof, which shall include trade publications, press releases, electronic posting to the Website, the SAP website in any display format selected by SAP during the Contest or use by SAP as it deems fit.
- The Contest Management reserves the right to, at its discretion, withdraw or amend or add to the T&C of the Contest at any time, with prospective or retrospective effect, and does not take responsibility for any loss or damage that any individual or organization may suffer as a result of participating or attempting to participate in the Contest, the Contest being withdrawn or its Terms amended.
- All disputes relating to or arising out of the Contest shall be subject to the laws of India, and shall be subject to the exclusive jurisdiction of the courts of competent jurisdiction at Mumbai.
- The Participants indemnify SAP, its employees, officers, contractors, partner or other persons used by them in relation to this contest and hold them harmless against any loss, claim, demands, costs, damages, judgments, expenses or liability (including legal costs) arising out of or in connection with any or all claims, that may be brought against the Contest Management or SAP by any third party in connection with the Participants participation in or winning the Contest, which is inconsistent with any of the warranties and representations made by the Participants , or due to breach of these Terms and shall reimburse SAP for any loss, costs, expense, or damage to which said indemnity applies. SAP shall give the Participant prompt written notice of any claim or actions covered by this indemnity, and the Participant shall have the right, at its own expense, to participate in any such action.
- Decision of Contest Management on all matters is final and binding on all Participants and no correspondence will be entertained on the same.
- In the event these Terms do not cover any question or complaint in relation to the Contest, the same will be concluded on by the Contest Management (for all other issues) or an independent body or legal team as appointed by the Contest Management and deemed necessary.
- The Participant agrees to give full consent unconditionally for SAP to share any information provided by the Participant with agencies working with them with regards to the program, it's recoding and broadcasting and related activities including agencies involved with SAP.
- The decision of SAP in relation to the interpretation of any of these Terms shall be final and binding on the participants.

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- If Participants are unclear as to the Terms or any element of the Contest or have any queries/concerns pertaining to the Contest, they can write in with their questions, concerns or queries to the following address:

Mr. / Ms. _____
[info@sapmagazines.com]
[phone number]

SAP shall endeavor to the best of its ability to respond thereto.

Website

- The website is only an informational website www.asianphotographyindia.com (the “Website”) for the Contest. SAP or its subsidiaries or holding entities (“SAP”) are not liable or responsible for any action or decision taken by Participant or anyone acting on Participant’s behalf or under Participant employment or under contract with Participant. SAP shall not be under any obligation to Participant and Participant shall have no obligation or rights in relation to the Contest and shall have no claims whatsoever against the SAP relating to the selection process or the running of the Contest.
- SAP shall not be responsible for:
 - i. any delivery, failures relating to the sending or receiving the application form;
 - ii. any SPAM generated messages as result of Participant accessing the Website;
 - iii. any lost, late or misdirected computer transmission or network, electronic failures of any kind or any failure to receive entries owing to transmission failures or due to any technical reasons and
 - iv. other conditions/situations or failures beyond its control.

Disclaimers

Contest Management has no obligation to screen the entry material in advance, and is not responsible for monitoring entries for the purpose of preventing violation of intellectual property ownership rights, or violations of any law, rule or regulation. If Contest Management is notified of submissions or materials that may not conform to the Terms, it may investigate the allegation and determine in good faith and in its sole discretion whether to eliminate such an entry from consideration. The Contest Management has no liability or responsibility to Participants or other users of the Website for performance or non-performance of such activities.