Student photo contest 2017/18 on the subject of diversity
– Terms and conditions

1. Organiser and participants

(1) The photo contest is run by Friedrich-Alexander-Universität Erlangen-Nürnberg (FAU), Schlossplatz 4, 91054 Erlangen, represented by Dr. Imke Leicht and Dr. Ebru Tepecik, Office of Equality and Diversity (organiser).

(2) Only FAU students who are enrolled at the University in the winter semester 2017/2018 are eligible to participate in the photo contest (participants). Participants must be aged 18 years or over.

2. Conditions of participation, declaration of consent

(1) Each participant may submit only one photo (image) in the photo contest. Photos must be submitted in digital form by storing them in a cloud and forwarding the download link via e-mail to: nele.hafa@fau.de (with your IdM user account, you can use the service of https://faubox.rrze.uni-erlangen.de/login) or by sending a data storage device by post to Friedrich-Alexander-Universität Erlangen-Nürnberg, Büro für Gender und Diversity, “Photo Contest Diversity”, Bismarckstr. 6, 91054 Erlangen. Images must be at least 8 megapixels in size (e.g. 3264 x 2448 pixels), in an RGB colour space, and in JPEG or TIF format. Data storage devices are not being given back.

(2) A signed participation form (available to download via the link) must be submitted along with the image and transmitted by post or in scanned form via E-Mail. The information on the form must be complete and correct.

(3) Participants agree to their data being used and stored for the purposes of the photo contest.

(4) Entries must be submitted within the period given for the photo contest (by the deadline). Only entries that have been submitted to the e-mail and postal address given in no. 2 (1) by the deadline will be considered.

(5) Entries that are not submitted in line with the requirements or are submitted after the deadline will not be accepted and will not be returned.

3. Image requirements

(1) The camera is not required to be a specific type or brand. Analogue images must be digitalised in order to be submitted. Photos may be colour or black and white.

(2) The image must be orientated at the central dimensions of diversity: cultural, religious, sexual and age-based diversity or at physical disabilities or family-care.

(3) The image must be made within the FAU and/or represent a direct connection to the FAU. Diversity at the FAU can be expressed by persons, objects or symbolic forms. Participants should submit a short description (4-5 lines) of the image and their perception of diversity (textual data).
(4) Participants are responsible for ensuring that the images submitted do not infringe on any applicable laws or any rights held by third parties. In particular, images may not contain any content of a pornographic, violent or racist nature.

4. Prizes

(1) The best entries will be chosen by a panel through a majority decision.

(2) No cash alternative is available for prizes.

(3) The winners will be notified via the address or e-mail address given in the participation form and their entries may be published along with their names on the website www.fau.info/fotowettbewerb-diversity. Participants agree to this publication should they win. Participants are not entitled to publication of their entries. If the address or e-mail address given is discovered to be incorrect or incomplete and for this reason it is not possible for a notification or prize to be sent, the organiser shall be entitled to choose a different winner. In such a case the right to a prize no longer applies.

(4) The organiser's decision is final.

5. Granting of rights, editing

(1) Participants grant the organiser all rights of use for the images submitted without payment, in particular those required to run the contest, advertise it and report on it, for reproducing and distributing the images, including in digital form, and for making them publicly available. This includes the right of the organiser to use the images in all media, print and online products, on all social platforms, for the purposes of presenting itself and for commercial use.

(2) The organiser is permitted to optimise the images for printing and to alter or edit (cropping, montages, photographic or computer-aided editing or modification) them for this purpose.

(3) The organiser agrees to credit participants by name in a standard and appropriate way wherever images are used.

6. Guarantees

(1) Participants guarantee that the submitted images are not affected by rights held by third parties. They guarantee that they are the sole producer or author of the submitted images and that they have not granted any rights of use to any other third parties in this respect. Furthermore, they guarantee that the images have not been submitted in another contest or published previously.

(2) Participants also ensure that the persons photographed have given their consent for the images to be distributed and published or that their consent is not legally required. The same applies to the authors of and holders of rights to any photographed works that are protected by copyright. Participants are responsible for collecting any required consents in writing, and make these available to the organiser upon request.

(3) Should any third parties make a claim due to infringement on their rights, participants shall release the organiser from all claims.
7. Exclusion from the contest and early termination

(1) The organiser reserves the right to exclude participants from the photo contest if they breach the terms and conditions.

(2) Persons who use any form of aid that is not permitted, who create or intend to create any other advantage for themselves through manipulation, or who attempt to influence the running of the photo contest in a way which is not permitted shall be excluded from the contest. In the case of exclusion from the contest, prizes may be declared invalid and reclaimed after having been awarded.

(3) The organiser reserves the right to discontinue and terminate the photo contest at any time and without warning. Reasons shall not be required in this case. The organiser shall make use of this right, in particular, if it cannot be ensured that the photo contest will be carried out properly for technical or legal reasons. If termination of the contest is caused by a participant, the organiser may claim compensation from this person.

8. Liability

(1) The organiser shall not be held liable for loss of or damage to images submitted.

9. Data protection

The data given by participants will only be used and, where required, stored for the purposes of the photo contest. Participants have the right to withdraw their consent for their data to be stored at any time and thereby withdraw from the contest. The data will be deleted after the photo contest is over and the prizes have been distributed, unless there is a legal requirement to (temporarily) store the data and/or unless express permission has been given for continued use. Data will not be passed on to third parties without express permission.

10. Final conditions, applicable law, place of jurisdiction

(1) The law of the Federal Republic of Germany shall apply.

(2) Should individual conditions in these terms and conditions be or become fully or partially invalid or incomplete, this shall not affect the validity of the remaining conditions. An appropriate condition that fulfils the purpose of the invalid condition shall be implemented in its place.

(3) The place of jurisdiction shall be Erlangen.