

# This is Gender (In)Equality 2023 Open Call

## Terms and Conditions of Entry

By submitting an image/images for the This is Gender (In)Equality Open Call (“**Submission**”), you agree to be bound by these Terms and Conditions.

### **1 Eligibility**

- 1.1 Subject to the following provisions, Open Call is open to all.
- 1.1 In order to participate in and be eligible for the Financial Award you must:
  - 1.1.1 have complied with the requirements of clause 2; and
  - 1.1.2 not be disqualified in accordance with clause 5.
- 1.2 In entering any part of the Open Call, you confirm you are eligible to do so and eligible to claim the Award (or any relevant substitute) that you may obtain.
- 1.3 If you are under the age of 18, you must obtain written parental or guardian consent to enter any parts of the Open Call and claim the Award (or any relevant substitute) that you may obtain. Global Health 50/50 may require that you provide proof of age.

### **2 This is Gender (In)Equality 2023 Open Call**

- 2.1 Global Health 50/50 will launch the submission period for the Open Call on 8 March 2023. The Open Call submission period will end at 11:59pm BST on 23 April 2023. Global Health 50/50 reserves the right to extend the deadline.
- 2.2 To enter a Submission to the Open Call, you must fill out the application form on the Zealous portal with all required categories filled in; inclusive of your name, title of work, date captured, description of relevance to category, alongside your images.
- 2.3 There is no requirement to pay to participate in the Open Call.
- 2.4 The Open Call will identify Submissions that:
  - 2.4.1 Embody visual merit and creativity, use of media to translate artists’ ideas, including strong visual impact, thoughtful, considered composition and framing, use of colour (or intentional lack of colour), and general creativity.
  - 2.4.2 Present a compelling storytelling and unique perspective, including a clear link to gender and/or health.
  - 2.4.3 Are relevant to a selected category of This is Gender (In)Equality 2023

2.5

2.6 The categories of This is Gender (In)Equality 2023 are;

- i) Gender (In)Equality and health;
- ii) Gender (In)Equality at work;
- iii) Gender (In)Equality & planetary health; and
- iv) Gender (In)Equality & sexual and reproductive health and rights (SRHR).

2.7 Selection of the awarded Submission of each category will take place following the closure of the open submission period on 23rd April 2023 throughout May. Global Health 50/50 reserves the right to extend.

2.8 A member of Global Health 50/50 and the judging panel will be responsible for selecting the Submissions, from all those that comply with paragraph 2.2, that they consider best meets the criteria set out in paragraphs 2.4 and 2.5.

2.9 The Submission that is selected for the financial award for the outstanding entry of each category of the Open Call ("**Awarded Entrant**") will be announced on the Global Health 50/50 website and social media at any time following selection pursuant to clauses 2.5 and 2.6. The individual or individuals that made the Submission selected as Awarded Entrant or Entrants may be notified prior to the announcement. While specific days for the Open Call Period and the selection and announcement of Winners have been specified, Global Health 50/50 reserves the right to deviate from those dates and/or methods of notification for any reason.

2.10 The Awarded Entrant(s) will receive a reward. Global Health 50/50 reserves the right, at any time and at its sole discretion, to substitute any reward with a different award of equal or greater value.

1.2 If you are notified that a Submission entered by you for the Open Call is selected as Awarded Entrant(s) in accordance with paragraph 2.6, you must provide Global Health 50/50 with:

1.2.1 any other information that Global Health 50/50 may request in accordance with paragraph **1.3**;

within 72 hours of notification and/or request.

2.11 Global Health 50/50 will endeavour to send/handover the Award within 28 days of publication of the Awarded Entrant(s) pursuant to paragraph 2.8.

2.12 Any Submission that you enter into the Open Call and any caption that you may submit as provided for in paragraph 2.2 must not: contain any material which is defamatory of any person; contain any material which is obscene, offensive, hateful or inflammatory; promote sexually explicit material; promote violence; promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; infringe any copyright, database right or trade mark of any other person; be likely to deceive any person; be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence; promote any illegal

activity; be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety; be likely to harass, upset, embarrass, alarm or annoy any other person; be used to impersonate any person, or to misrepresent your identity or affiliation with any person; give the impression that they emanate from us, if this is not the case; advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

- 2.13 Global Health 50/50 reserves the right to revise the caption and to freely interpret the image for the exhibition and for all further uses of the image.
- 2.14 If you do not meet the eligibility criteria, Global Health 50/50 may (at its sole discretion) withdraw the This is Gender (In)Equality Award and select another participant as Awarded Entrant, or keep the financial award or use it in future Open Calls.
- 2.15 Global Health 50/50 reserves the right to revoke the decision if the Awarded Entrant is not eligible or is disqualified.
- 2.16 Global Health 50/50, may publish any Submission with full credits to the author(s) on all or any of its official social media accounts (including Facebook, Instagram and Twitter pages) and any official Global Health 50/50 websites outputs (including but not limited to annual Global Health 50/50 reports, promotional material etc.).

### **3 Intellectual Property**

- 3.1 You acknowledge and agree that by entering a Submission for This is Gender (In)Equality, other users of the internet will be able to view the Submission.
- 3.2 You warrant that you are the sole author and owner of your Submission, that the Submission is your own original work and it does not infringe any copyright, trademarks or other rights (including intellectual property rights) of any third party. In case of a collective submission, you warrant that you have the permission of all contributors to make the submission, that all authors are listed and appropriately credited, that the Submission is your own original work and it does not infringe any copyright, trademarks or other rights (including intellectual property rights) of any third party.
- 3.3 You agree to hold Global Health 50/50 harmless against any and all loss, costs, claims, damages, demands, liabilities, actions and expenses arising out of a breach of paragraph 3.2. This means you will be responsible for any of the above in this clause 3.3 that Global Health 50/50 suffers as a result of your Submission not complying with clause 3.2.
- 3.4 By entering This is Gender (In)Equality, you grant permission to Global Health 50/50 a non-exclusive, royalty-free, worldwide commercial license unlimited in time, to use the Entry (whether or not an Awarded Entrant) in all formats and in any medium of communication with full credits to the author(s), and for all promotional purposes which Global Health 50/50 considers appropriate. The scope of the license granted to Global Health 50/50 shall include your irrevocable permission to Global Health 50/50 to use, reproduce, publish, display, transmit, copy, amend, store, and sell (your image may appear on materials we sell eg, cards, prints, calendars, books etc. with proceeds going to the work of the not-for-profit Global Health 50/50 initiative) the Entry worldwide for such purposes as Global Health 50/50 thinks fit without restriction.

## **4 Data Protection**

- 4.1 You must have permission to use the name and likeness of any individual that appears in any Submission that you enter into the Open Call. You must also ensure that any such individuals consent to and have given you any necessary rights for the Submission to be used as anticipated in the Terms and Conditions. Global Health 50/50 reserves the right to require that you provide evidence of all relevant consents and rights and you must provide such evidence on request.
- 4.2 You acknowledge that, in connection with the Open Call, you will provide personal data to Global Health 50/50.
- 4.3 In entering a Submission to the Open Call, you give Global Health 50/50 and its affiliated organisations the right to use your name, likeness, photograph, voice and/or opinions for promotional purposes in any media, worldwide, without further payment or consideration.

## **5 Global Health 50/50 Liability**

- 5.1 Subject to clause 5.4, Global Health 50/50 and its agents and representatives hereby expressly exclude any liability whether in contract, tort, criminal law, breach of statutory duty or otherwise for any:
  - 5.1.1 direct; and/or
  - 5.1.2 indirect or consequential, loss, damage, injury or disappointment (including without limitation any pure economic loss) suffered or incurred by you, and whether foreseeable or not, in connection with the Open Call.
- 5.2 Without limiting the generality of clause 5.1, Global Health 50/50 will not have any liability to you if you are unable to enter the Open Call for any reason including, without limitation, a failure in computer systems or the unavailability of any website.
- 5.3 To the extent permitted by law, all conditions, warranties and other terms which might otherwise be implied by statute or common law are expressly excluded from these Terms and Conditions.
- 5.4 Nothing in these Terms and Conditions will limit or exclude Global Health 50/50's liability for death or personal injury caused by its negligence or for fraud or for any other liability which cannot be limited or excluded at law.

## **6 Disqualification**

- 6.1 Global Health 50/50 may, at its sole discretion, disqualify you from the Open Call if:
  - 6.1.1 you are not eligible to participate in the Open Call;
  - 6.1.2 you do not, at any time, comply with these Terms and Conditions;
  - 6.1.3 any information provided by you is invalid, incorrect, or misleading; or

- 1.2.2 Global Health 50/50 considers that your participation in the Open Call does or may harm Global Health 50/50's reputation and/or that of any staff.
- 1.3 It is not permitted to use an automated system to enter Submissions. If you use an automated system to enter a Submission for the Open Call or a Submission is entered as a result of an automated system, you and/or the Submission may be disqualified.

## **7 General**

- 7.1 To the extent permitted by law, decisions of Global Health 50/50 and the judges will be final and binding and there will be no discussion or negotiation regarding the decision and/or selection and/or the process used by Global Health 50/50.
- 7.2 If you wish to contact Global Health 50/50 about the Open Call, including to make a complaint, please send an email to: [info@globalhealth5050.org](mailto:info@globalhealth5050.org), including "Query: This is Gender (In)Equality 2023 Submission" in the title.
- 7.3 Global Health 50/50 reserves the right to hold void, suspend, cancel or amend the Open Call or otherwise revise these Terms and Conditions, where it becomes necessary to do so. Global Health 50/50 shall use all reasonable endeavours to notify you of any such changes.
- 7.4 No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.
- 7.5 These Terms and Conditions will be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.