

# This is Gender 2021

## Competition Terms and Conditions

Global Health 5050 is running the 'This is Gender 2021: Global Health 50/50 Photography Competition' in 2020/2021 ("**Competition**").

By submitting a photograph for the Competition ("**Submission**"), you agree to be bound by these Terms and Conditions.

### **1 Eligibility**

- 1.1 Subject to the following provisions, the Competition is open to all. In order to participate in and win one of the Competitions you must:
  - 1.1.1 have complied with the requirements of clause **2**; and
  - 1.1.2 not be disqualified in accordance with clause 6.
- 1.2 In entering any Competition, you confirm you are eligible to do so and eligible to claim the Award (or any relevant substitute) that you may win. Global Health 50/50 may require that you provide proof (to Global Health 5050's satisfaction) that you meet the eligibility criteria. If you fail to provide such evidence on request, or if UCL is not satisfied as to your eligibility, UCL may exercise its rights under clauses 6.1.
- 1.3 If you are under the age of 18, you must obtain written parental or guardian consent to enter any Competition and claim the Award (or any relevant substitute) that you may win. Global Health 50/50 may require that you provide proof of age (to Global Health 50/50's satisfaction). If you fail to provide such evidence on request, or if Global Health 50/50 is not satisfied as to your age, Global Health 50/50 may exercise its rights under clauses 6.1.

### **2 This is Gender Competition**

- 2.1 Global Health 50/50 will launch the Competition on 12th October 2020. The Competition will end at 11:59pm on 3rd January 2021.
- 2.2 To enter a Submission into the Competition, you must fill out the application form on the Zealous portal with all required categories filled in, including your name, title of work, date captured, and description of relevance to theme, alongside your images.
- 2.3 There is no requirement to pay to participate in the Competition.
- 2.4 The Competition will identify Submissions that:
  - 2.4.1 Embody visual merit and creativity, including strong visual impact, thoughtful, considered composition and framing, and use of colour (or intentional lack of colour) and creativity.
  - 2.4.2 Present a compelling storytelling and unique perspective, including a clear link to gender and/or health.
- 2.5 Selection of the winning Submission of each Competition will take place following the closure of the competition as set out in clause 2.1.

- 2.6 A member of Global Health 50/50 and the judging panel will be responsible for selecting a Submission, from all those that comply with paragraph 2.2, that they consider best meets the criteria set out in paragraph 2.4. If you are notified that a Submission entered by you for a Competition is selected as Winner in accordance with paragraph 2.6, you must provide Global Health 50/50 with:
- 2.6.1 any other information that Global Health 50/50 may request in accordance with paragraph 1.2 and 1.3 within 72 hours of notification and/or request.
- 2.7 The Submission that is selected as the winner of the Competition ("**Winner**") 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 that made the Submission selected as Winner may be notified prior to the announcement. While specific days for the Competition 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.
- 2.8 The Winner will receive an award ("**Award**"). Global Health 50/50 reserves the right, at any time and at its sole discretion, to substitute any Award with a different award of equal or greater value.
- 2.9 UCL will endeavour to send/handover the Award within 28 days of publication of the Winner(s) pursuant to paragraph 2.8.
- 2.10 Any Submission that you enter into the Competition 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.
- 2.11 Global Health 50/50 reserves the right to revise the caption and to freely interpret the image for the exhibition and for all future uses of the image.
- 2.12 If you do not meet the eligibility criteria, Global Health 50/50 may (at its sole discretion) withdraw the Award and select another participant as Winner, or keep the prize or use it in future Competitions.
- 2.13 No decision will be deemed to have been made as to the Winner of the competition unless and until the relevant entrant has received written confirmation from Global Health 50/50. Even after confirmation of the Winner has been provided, Global Health 50/50 reserves the right to revoke the decision if the Winner is not eligible or is disqualified.
- 2.14 Global Health 50/50, and the Centre for Gender and Global Health (where Global Health 50/50 is housed), may publish any Submission on all or any of its official social media accounts (including Facebook, Instagram and Twitter pages) and any official Global Health 50/50 or UCL Centre for Gender and Global Health websites or other outputs (including but not limited to annual Global Health 50/50 reports and promotional material).

### **3 Intellectual Property**

- 3.1 You acknowledge and agree that by entering a Submission for the Competition, 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, trade marks or other rights (including intellectual property rights) of any third party.
- 3.3 You agree to hold Global Health 50/50 (and by association the UCL Centre for Gender and Global Health, where Global Health 50/50 is housed, and UCL) 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, the UCL Centre for Gender and Global Health and UCL suffers as a result of your Submission not complying with clause 3.2.
- 3.4 By entering the competition, you grant permission to Global Health 50/50 (and by association the UCL Centre for Gender and Global Health, where Global Health 50/50 is housed) a non-exclusive, royalty-free, worldwide, sub-licensable licence unlimited in time, to use the Entry (whether or not it wins the Competition) in all formats and in any medium of communication, and for all promotional purposes which Global Health 50/50 considers appropriate (together with the right to incorporate into any other works in any form, media or technology now or later developed). The scope of the licence granted to Global Health 50/50 shall include your irrevocable permission to Global Health 50/50 to use, reproduce, modify, publish, create derivative works from, 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 Competition. 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 Competition, you will provide personal data to Global Health 50/50.
- 4.3 In entering a Submission to the Competition, 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 Competitions.

- 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 a Competition 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 Competition if:
  - 6.1.1 you are not eligible to participate in the Competition;
  - 6.1.2 you do not, at any time, comply with these Terms and Conditions;
  - 6.1.3 any information provide by you is invalid, incorrect, or misleading; or
  - 6.1.4 Global Health 50/50 considers that your participation in or winning of a Competition does or may harm Global Health 50/50, its reputation and/or that of any staff and affiliated collective.
- 6.2 It is not permitted to use an automated system to enter Submissions. If you use an automated system to enter a Submission for the Competitions 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 This is Gender 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 UCL.
- 7.2 If you wish to contact Global Health 50/50 about the Competitions, including to make a complaint, please send an email to: [i.bakelmun@ucl.ac.uk](mailto:i.bakelmun@ucl.ac.uk), including "Query: This is Gender 2021 Submission" in the title.
- 7.3 Global Health 50/50 reserves the right to hold void, suspend, cancel or amend the Competitions 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 and you agree to check the This is Gender 2021 webpage ( <https://globalhealth5050.org/this-is-gender-2021/>) page from time to time to take notice of any changes Global Health 50/50 makes.
- 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.