MYTOWN PHOTO COMPETITION TERMS AND CONDITIONS

1. The promoter of this competition is Clear Channel UK Limited of 33 Golden Square, London W1F 9JT (“Clear Channel”).
2. Information on how to enter and prizes form part of these conditions of entry. Submission of an entry is deemed acceptance of these conditions of entry.

Entry to the competition

3. Entry is free and is open to UK residents only aged 18 years and over (“Eligible Entrants”). Entry is by individual and not by company. Employees of Clear Channel, their immediate family members, employees of agents or suppliers of Clear Channel who are professionally connected with this competition and members of their immediate families may not enter the competition.

4. Competition commences on Monday 17 September 2018 at 12:01am, and entries close and must be received by 11.59pm on Sunday 11th November 2018 (“Competition Period”). An entry is deemed to be received at the time of its receipt by Clear Channel and not at the time of transmission by the entrant.

To enter, Eligible Entrants must, during the Competition Period, upload a photo to the MyTown microsite: http://mytown.photography/ and enter the following mandatory information:

- Name
- Email address
- Employer’s name
- Photo Title
- Date of birth
- Name of Town or City in submitted photo
- Instagram Handle

5. Upon completion of your details, you will be asked to confirm that you have read these Terms and Conditions, and to confirm that you have obtained permission of any individual whose identity is clearly visible in the photograph.

6. Any incorrect entrant details submitted may render the corresponding entry invalid.

7. It is each entrant’s responsibility to inform Clear Channel if their personal and contact details change prior to the judging week.

8. Eligible Entrants can upload as many as 5 photos in total. Eligible Entrants may only submit photos that they have taken themselves.

9. Photos can be taken by any device you like – DSLR, camera phone, and so on. Minor digital manipulation of photos is permitted but please keep any manipulation to a minimum so that the photo truly represents the scene at the time the photo was taken.

10. Please do not submit any images with watermarks.

11. Minimum resolution of images must be 300 DPI to be considered as a winner.

12. Any costs associated with entering the competition including costs associated with uploading photographs are the responsibility of each entrant.
13. Shortlisted entries will be notified via email and will be invited to attend a Clear Channel UK pop up event on Wednesday 5th December 2018 in Central London, where the winner will be announced. Any accommodation or travel costs (or other costs) will be covered by the individual and not by Clear Channel.

14. Clear Channel reserves the right to verify the validity of entries and entrants (including an entrant’s identity, age and address) and to disqualify any entrant who submits an entry that is not in accordance with the conditions of entry, who tampers with the entry process or who submits an entry that Clear Channel, in its sole discretion, deems to be offensive, inappropriate, defamatory or otherwise not in keeping with the spirit of the competition.

15. Copyright in each photo submitted will remain with the entrant. As a condition of entry, each entrant irrevocably grants Clear Channel a non-exclusive perpetual worldwide licence to use and exploit all intellectual property rights (including, without limitation), copyright in and to the entry and consents to Clear Channel doing (or omitting to do) any acts in respect of the entry which may otherwise constitute any infringements of an entrant’s moral rights for promotional, marketing or publicity purposes, whether in respect of the competition, Clear Channel or otherwise.

16. Any submitted photos used by Clear Channel to promote the Competition will be credited to the photographer.

17. Not necessarily all submitted entries will be shared via the MyTown Instagram account. Promotion of entries across Clear Channel channels is at Clear Channel’s discretion.

18. Each entrant warrants to Clear Channel that the submitted entry is an original work of the entrant which does not infringe any rights of any third party and that where the subject of a photo is an identifiable individual(s) the consent of that individual(s) has been obtained. A breach of the warranty set out in this condition will result in the entrant’s entry being invalid. In addition, each entrant indemnifies Clear Channel against all loss, damages and any costs incurred by Clear Channel arising from that entrant’s breach of the warranty set out in this condition.

19. Each entrant consents to Clear Channel using the entrant’s name, likeness, photo in any media and in any form for an unlimited period of time without remuneration for the purpose of promoting this competition (including any outcome), Clear Channel and/or products/services supplied by Clear Channel.

**Judges and judging**

20. Judging of the entries will take place week commencing Monday 12th November 2018.

21. A judging panel will judge each Eligible Entry and the winner will be determined by the judging panel’s discretion.

22. The judging panel will select a shortlist and one winner out of all Eligible Entries received.

23. Clear Channel also reserves the right to verify the validity of any voting or judging process in the competition and to disqualify any entrant who tampers with any voting or judging process, or otherwise does not act in accordance with these conditions of entry when participating in any voting or judging process. Failure by Clear Channel to enforce any of its rights at any stage does not constitute a waiver of those rights.
The Prize

24. If for any reason a prize winner does not respond to the contact made by Clear Channel UK within 10 days, that winner will forfeit their prize to a runner up.

25. The prize is a Fujifilm X100F camera and a UK City Break, the total value of which will not exceed £2000. The details of the city break will be determined between the winner and Clear Channel UK. The UK City Break must be booked within 1 month of receiving the Prize and must take place within 6 months of being notified as winner.

26. The Prize cannot be exchanged for cash or for any other prize. In the event that the total cost of the Fujifilm X100F camera and the UK City Break is in excess of £2000, the winner is responsible for paying for any additional amount.

27. If a prize (or part of any prize) is unavailable, Clear Channel, in its discretion, reserves the right to substitute the prize (or part of the prize) with an alternative prize to the equal value and/or specification, unless to do so would be prohibited by law.

Previous winners and shortlisted entries

28. Previous winners and shortlisted entrants may enter the competition, however they may only submit new work, and may not submit any winning or shortlisted images from previous years.

29. An individual will not be eligible to win two years in a row, however their entries may still be promoted and used to promote the competition by Clear Channel.

General

30. Selected images may be shown on Clear Channel inventory at Clear Channel’s discretion, and Clear Channel is under no obligation to display images that are submitted as entries.

31. Entrants’ entries, title of photograph, town/city, name (and if relevant, employer’s name) may be promoted across Clear Channel UK’s social media accounts, website and any other promotional materials needed (both online and offline), as well as on selected Clear Channel inventory across the UK. If you provide Clear Channel with your employer’s name as set out in clause 4 above, you warrant that you have your employer’s consent for its name to be used in accordance with this clause 31.

32. If for any reason whatsoever beyond the reasonable control of Clear Channel, the competition is not capable of being conducted as reasonably anticipated, Clear Channel reserves the right, in its sole discretion, unless to do so would be prohibited by law, to (a) disqualify any entrant; and/or (b) to cancel, suspend, modify, terminate or cancel the competition.

33. To the maximum extent permitted under law, Clear Channel (including its officer, employees and agents) excludes all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the competition, including, without
limitation, the following (a) any technical difficulties or equipment malfunction (whether or not under Clear Channel’s control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after receipt by Clear Channel) due to any reason beyond the reasonable control of Clear Channel; (d) any variation in prize value to that stated in these conditions of entry; (e) any tax implications; (f) the cancellation or postponement of the competition; and/or (g) a prize or use of a prize. Nothing in these terms affects your statutory rights.

34. Clear Channel collects and processes personal data in order to conduct the competition and provide any goods/services requested and may, for that purpose, disclose such information to third parties, including, but not limited to, prize suppliers or a regulatory authority and for any purpose to which the entrant has previously consented or for which Clear Channel otherwise has a lawful basis, including but not limited to, future promotional, marketing and publicity purposes. Please see Clear Channel’s Privacy Policy for more details. Entrants should direct any request to access, update or correct information to Clear Channel.

If you have any questions about these terms and conditions or about the competition, please contact the team via hello@clearchannel.co.uk.