



The 2018 EyeEm Awards Competition Rules

1. The 2018 EyeEm Awards (the “Competition” or “Event”) is organized and held by EyeEm Mobile GmbH, Kohlfurter Str. 41/43, 10999 Berlin (“EyeEm”, “we” or “us”).
2. When you enter the Competition by submitting a photo, you agree to these Competition Rules (“Rules”). Therefore, please read them carefully prior to your entry.

General Entry Rules

3. The Competition is open to everyone who has registered an EyeEm account and is over 18 years of age, or 16 years of age with parental or legal guardian consent to take part in the competition according to these rules. It is your responsibility to provide a valid signed parental or legal guardian consent upon our request. If EyeEm does not receive such written consent for any winner under the age of 18 years within seven calendar days of notification, EyeEm shall be entitled to select an alternative winner from the shortlist.
4. By entering the Competition, you agree to receive information about the Competition and connected events, invitations etc. via email and within the EyeEm mobile application (the “App”). You may unsubscribe from receiving such information at any time. In case your photo has been selected for the shortlist or as a winning photo, we will contact you via email. Please make sure that the email address stored in your EyeEm account is up to date.

How to enter

5. To enter the Competition, you must upload your photo to the EyeEm platform using the App for iOS or Android or the Web-Upload, following the on-screen instructions. Entries submitted via email or otherwise will not be accepted. You must select one of the officially designated nine category albums to tag your photo for submission. Photos without the proper album tag cannot be considered. You may enter as many photos to the competition as you want.
6. Submission deadline: Photos **must be submitted by 11.59:59 pm (GMT) on Tuesday, July 31 2018** and meet the Photo Requirements provided below.

Photo requirements

7. The photo you submit must be your original work, which means you and only you have taken it.

8. Photos submitted must be **taken between June 1 2017 and July 31 2018.**

9. Photos must not contain watermarks or photography credits.

10. You may not submit a photo that infringes upon the copyrights, trademarks, or any other intellectual property rights of any third person or entity, or violates any person's rights of privacy or publicity, or contains any infringing, threatening, false, misleading, abusive, harassing, libelous, defamatory, vulgar, scandalous, inflammatory, pornographic content or content that could otherwise be deemed obscene or inappropriate.

11. EyeEm reserves the right, in its sole discretion, to disqualify and remove any photo that does not comply with the Photo requirements above.

Selection of Winners

12. All eligible entries will be reviewed and judged by a selected jury. The jury will evaluate the photos based on the originality, creativity, quality and relevance to the category theme.

13. The jury will select a shortlist of up to 12 photos from each of the nine categories. EyeEm will announce the shortlist on the EyeEm website, Online Magazine, or mobile App, at its own discretion.

14. From the shortlist, the jury will select the nine individual category winners (i.e. one winner per category). The jury will also select the 2018 Photographer of the Year. This will be announced during Berlin Photo Week in October in Berlin, Germany.

15. The decisions of the jury are final and binding. This does not affect EyeEm's right to determine new winners in case that winners are unreachable via email, a submitted photo does not comply with the photo requirements, and in the cases provided for in section 3.

16. All winners will be notified via the email address linked to their account on EyeEm prior to the official announcements, but agree to keep this information confidential until it is officially announced at the award ceremony, or officially announced by EyeEm on EyeEm's website, Online Magazine or mobile App, whichever comes first.

Rating or Voting Process

17. EyeEm may at any time run an online rating and/or voting process to allow EyeEm account holders and/or members of the public to vote for a favorite photo from the submitted photos and/or the shortlist.

18. If there is sufficient evidence - at EyeEm's sole discretion - to assume malpractice and manipulation of the rating process, then EyeEm has the right to remove the respective photo and, if necessary, award the prize to a different entrant. EyeEm's decision is final and binding.

Prizes

19. The 2018 EyeEm Photographer of the Year will receive two (2) economy class return flight tickets for the winner and one companion to attend the awards ceremony in Berlin from an international airport. The final winner and his/her companion will also receive hotel accommodation.. The travel itinerary and hotel will be determined and booked by EyeEm at its own discretion. Flights might not be direct. Both tickets must start at same departure. No additional costs will be provided or covered (such as transport to and from winner's home to the departure airport, transport from and to Berlin airport, meals and drinks, car hire, travel insurance, personal expenses, visas etc.). Please note that the winner might need a valid credit card with sufficient available funds in order to check into the hotel for security deposit purposes. Travel insurance is at the discretion of the winner. The prize is time critical, and entrants must be available for contact via email. It is the winner's responsibility to ensure that he/she and his/her companion are available to take the prize on the relevant dates, to check all travel document requirements and to get travel insurance.

20. All other winners will receive prizes as defined on the Awards website. All prizes are non-transferable and non-exchangeable for cash or other products or services. EyeEm reserves the right to modify or replace the competition prizes at its sole discretion. Please note that, for the distribution of prizes as determined, you may need to provide your postal address.

Your Copyright

21. EyeEm is committed to protecting and promoting photographer's copyrights. You will retain full copyright and only grant non-exclusive rights to use the submitted photo to the extent defined in section 22.

22. By submitting a photo, you grant EyeEm and its Event partners (marketing entities, sponsors, distribution partners, as applicable) the non-exclusive and royalty-free right to use the submitted photo worldwide in all media for the realization, promotion and advertising of the 2018 EyeEm Awards and related events (such as exhibitions), including the right to make the submitted photo publicly available at EyeEm (including website, App, EyeEm Magazine Online, social media channel posts) and Event partner websites and social media channels, to publish the photo within EyeEm photo books and to use the photo for press publications organized by EyeEm. For these purposes, the photo may be copied, modified and adapted to fit the required format. The right to use the photo is limited to a period of 3 years after the official announcement of the final winner at the award ceremony. However, you agree that your photo can be used for referencing purposes by EyeEm (Website, Blog, App) and connected social media channels in perpetuity.

23. Any submitted photo used by EyeEm will be credited with your username and/or full name. By submitting your photo, you also agree, in the event you are chosen as a winner, to participate in related publicity and to the use of your name and likeness relating to the Competition and related events without compensation.

Liability

24. When submitting a photo, you warrant that you are the sole copyright holder of the submitted photo and that you have obtained the necessary permissions to use the photo, in case your photo includes persons that are recognizable or affects other third party rights (e.g. trademarks, logos, copyrights, property rights). This may be waived for public and street scenes depending on the laws of the country in which the photo was created. It is your responsibility to

check the legal requirements and to provide us with the model and/or property releases where necessary. You agree to fully indemnify EyeEm and any Event partner in respect of all claims or cause of actions arising out of the submission of your photo or receipt or use of any prize.

25. In no event will EyeEm, Event partners, its advertising or promotion agencies, be responsible or liable for any damages or losses of any kind arising out of any entrant's participation in the Competition or relating to any prizes granted.