WILDLIFE PHOTOGRAPHER OF THE YEAR 2014 – THE RULES

Please note that the English Language Version of the Rules is binding.

1. ABOUT THE COMPETITION

(1) The Wildlife Photographer of the Year Competition ("the Competition") is jointly owned by the Natural History Museum Trading Company Limited ("NHMTC") and BBC Worldwide Limited ("BBCW") (together "the Owners").

(2) The Competition, organised by NHMTC ("the Organisers"), comprises an Adult Competition open to photographers aged 18 and over, and a Young Competition open to photographers aged 17 and under. Any contact with the Organisers regarding the Adult Competition or the Young Competition (unless specified otherwise below) should be via the email address: wildlifephotographeroftheyear@nhm.ac.uk.

(3) Winning entries to the Competition may be displayed in an exhibition at the Natural History Museum ("the Competition Exhibition"), which will be toured nationally and internationally ("the Touring Exhibition").

(4) Rules 4, 5, 6, 7, 8, 9, 10 and 11 apply to both the Adult Competition and the Young Competition.

2. THE ADULT COMPETITION – CONDITIONS OF ENTRY

(1) Entries must be received by 12:00 GMT on Thursday 27 February 2014 ("the Closing Date").

(2) The Adult Competition is (other than as specified below) open to anyone aged 18 or over on the Closing Date except individuals (and their partners and family) involved in its organisation or judging or employees of the Owners or any Sponsors, Supporters or Partners of the Competition.

(i) Rising Star Portfolio Award is only open to entrants aged 18 to 25 on the Closing Date;

(ii) Wildlife Photographer of the Year Portfolio Award is only open to entrants aged 26 and over on the Closing Date.

(3) It is the responsibility of each entrant into the Adult Competition to ensure that they have read and will abide by these Rules. By submitting an entry, each entrant agrees to the Rules, that their entry complies with the Rules, and that they will be liable to the Owners and their licensees in respect of any damages or losses incurred as a breach of the Rules by the entrant.

(4) Entrants are not permitted to submit the following:

(i) stills and/or moving images that feature farm animals, family pets, and/or cultivated plants;

(ii) stills and/or moving images that have been awarded any prize, recommendation or other award in any national or international competition at the time of entry.

(5) Any entry found not to comply with the Rules at any stage of the Adult Competition may be disqualified and no refunds or allowances will be made in the event of disqualification and any prizes will be forfeited.

(6) The decision of the Organisers on all matters relating to the Competition is final and binding. No negotiation will be considered. The Organisers reserve the right to amend the Rules and to waive breach of the Rules at their sole discretion, acting reasonably.

(7) By entering the Adult Competition, the entrant agrees to maintain the highest standards in all matters relating to the Competition and not to do or say anything that does or might damage the reputation of the Competition, the Organisers, the Owners or other entrants. The entrant acknowledges that entry into the Adult Competition does not grant any rights in any intellectual property rights of the Competition, the Organisers or the Owners and agrees not to use any names, logos or other intellectual property rights of any of them or to make any public statement regarding any of them without the prior written consent of the Organisers.

3. THE ADULT COMPETITION – SUBMISSION

(1) Entry must be via www.wildlifephotographeroftheyear.com.

(2) A one-off non-refundable entry fee of £30.00 is required from each entrant.

(3) Each entrant may submit a maximum of twenty (20) images into the Adult Competition.

(4) The Adult Competition consists of ten (10) Single Image Categories and four (4) Special Award Categories:

(i) Mammals
(ii) Birds
(iii) Amphibians and Reptiles
(iv) Invertebrates
(v) Plants and Fungi
(vi) Underwater Species
(vii) Earth’s Environments
(viii) World in Our Hands
(ix) Black and White
(x) Natural Design
(xi) Special Award: Rising Star Portfolio Award
(xii) Special Award: TIMElapse Award
(xiii) Special Award: Wildlife Photojournalist of the Year Award
(xiv) Special Award: Wildlife Photographer of the Year Portfolio Award

(5) Entrants to the Rising Star Portfolio Award, Wildlife Photojournalist of the Year Award and Wildlife Photographer of the Year Portfolio Award may submit...
between six (6) and ten (10) images from which the strongest six (6) images will be selected by the Jury.

(i) entrants to the Rising Star Portfolio Award may submit one (1) portfolio only;

(ii) entrants to Wildlife Photographer of the Year Portfolio Award may submit one (1) portfolio only;

(iii) entrants to the Wildlife Photojournalist of the Year Award may submit a maximum of two (2) stories each.

(6) Entrants to TIMElapse must submit a series of moving images depicting a changing subject, the screening continuing for no less than 45 seconds and no more than 90 seconds. Entrants may submit a maximum of three (3) entries into this Special Award.

4. ETHICS

(1) Any breach of the Competition Ethics below will constitute a breach of the Rules.

(2) Entrants are required to report on the natural world in a way that is both creative and honest. Images entered must not attempt to deceive the viewer or misrepresent the reality of nature.

(3) Entrants must not do anything to injure or distress any animals or destroy their habitat in an attempt to secure an image.

(4) Entrants (or, in respect of the Young Competition, entrants and their parents/guardian) are responsible for ensuring full compliance with any applicable national or international legislation and for securing any relevant permits that may be required (which, in the case of human portraits and recordings, will include the subject’s permission) and which must be made available on request by the Organisers.

(5) Caption information supplied must be complete, true and accurate. Disguising or misrepresenting the origin of the image will constitute a breach of the Rules.

(6) If the Organisers suspect that an image has been achieved through the use of cruel or unethical practices, including the use of live bait, the entry will be disqualified and the Organisers reserve the right to report the entrant to the applicable authorities.

(7) Unless when illustrating an issue regarding the treatment of animals by a third party, the following images cannot be entered:

(i) images of restrained animals or captive animals;

(ii) images of animal models or any other animals being exploited for profit.

5. IMAGE SPECIFICATIONS

(1) Entries must be in digital format but the original photograph does not need to have been taken on a digital camera.

High quality scans of transparencies or negatives are also acceptable.

(2) For WILD-I still and/or moving images, entries are accepted from any mobile device where a mobile device is considered to be any device whose primary purpose is not the production of photographic or moving images.

(3) For all categories other than TIMElapse and WILD-I moving images, digital files must be submitted as JPEGs, saved at a high quality setting of at least 8 in Photoshop, Adobe RGB (1998), and at 1920 pixels along the longest dimension. No borders, watermarks or signatures should be included.

(i) For TIMElapse and WILD-I moving images, entries must be entered in Quicktime .MOV, Windows .AVI, or .MPG. Images should be HD quality 720p and should be Codec H.264 or MPEG-2. Preferred containers are FLV, MPEG-2, and MPEG-4

(4) Entrants whose work has been shortlisted will be required to provide the following:

(i) For all categories other than TIMElapse and WILD-I moving images, RAW files (eg. CR2, .NEF, .ORF, .PEF etc), original untouched JPEGs, and original transparencies or negatives, will be required for authentication. DNG files are only permitted if this is the native RAW format of the camera;

(ii) For all categories other than TIMElapse and WILD-I moving images, high resolution files (preferably TIFF) required for printing should be 8-bit, Adobe RGB (1998) at 300ppi, and match the colour and cropping of the JPEG submitted at entry. Interpolation is not necessary;

(iii) For TIMElapse the master files should be 1080p with minimal visible compression.

(iv) For WILD-I moving images the master files should be at least 720p.

(5) Any entry that cannot be authenticated or is not of an acceptable quality will be disqualified.

(6) Digital adjustments including tone and contrast, burning, dodging, cropping, sharpening, noise reduction, minor cleaning work, HDR, stitched panoramas, focus stacking using multiple exposure taken at the same location at the same time are permitted providing that they are reported within the caption information and comply with the Competition’s principles of authenticity so that they do not deceive the viewer or misrepresent the reality of nature.

(7) Information regarding any post-processing that any image(s) receives must be detailed accurately and honestly. While digital adjustments are allowed, adding or removing objects, animals or parts of animals, plants,
people etc. is not.

(8) Caption information must be complete and accurate, and provide the following:
(i) image description (including behaviour observed; background story; exact location, declaring if a baiting site, and which country; if bait was used; if the species is critically endangered, endangered, vulnerable, or near threatened per the 2013 IUCN Red List etc);
(ii) technical information (eg camera, lens, exposure, speed, ISO, any specialist equipment etc);
(iii) any post processing beyond lens profiles, colour temperature, dust spotting, global and local saturation and exposure changes, sharpening and cropping.

(9) Entrants should not include their name in either the caption or image title, on the image itself or in any embedded EXIF. Apart from this, other EXIF details should be kept intact (eg camera, lens, exposure etc).

6. JUDGING

(1) An independent panel of experts ("the Jury") will be appointed by the Organisers to select for exhibition a total of one hundred (100) images and moving images from both the Adult Competition and the Young Competition on the basis of artistic merit, freshness of composition, technical proficiency, and innovation.

(2) A further three (3) submissions will be shortlisted by the Jury from the Special Interactive Award: WILD-I based on reporting skills and the combined use of new technologies as appropriate. These submissions will be presented exclusively on the Organisers’ website when the Competition Exhibition opens.

(3) A further fifty (50) images will be nominated by the Jury from the Adult Competition and the Young Competition for a global online vote. These images will be presented on the Organisers’ websites for three (3) months prior to the Competition Exhibition opening.

(4) In the Adult Competition, images may be moved from one category to another by the Organisers with the express agreement of the Chair of the Jury.

(5) In the event that any Adult category is without an image of sufficient merit, the Organisers reserve the right not to award any image and may remove the category in its entirety.

7. AWARDS & PRIZES

(1) From the one hundred (100) images selected by the Jury, the following awards will be given:
(i) Category Finalists
(ii) Category Winners
(iii) Special Award: Rising Star Portfolio Award
(iv) Special Award: Wildlife Photojournalist of the Year Award
(v) Special Award: TIMElapse Award
(vi) Special Award: Wildlife Photographer of the Year Portfolio Award
(vii) Young Wildlife Photographer of the Year – Best Single Image
(viii) Young Wildlife Photographer of the Year – Best Single Image
(ix) Special Award: WILD-I based on reporting skills and the combined use of new technologies as appropriate.

(2) Only Category Winners will be considered by the Jury for (i) Wildlife Photographer of the Year - Best Single Image; and (ii) Young Wildlife Photographer of the Year – Best Single Image. Winners of the Special Awards will not be considered.

(3) The submission judged to be the best from the Special Interactive Award: WILD-I shortlisted entries will receive the Young Wildlife Reporter of the Year Award.

(4) The image selected by the public through the online global vote on the Organisers’ website will receive the Peoples’ Choice Award.

(5) Successful entrants will be notified in strict confidence in May 2014. It is a condition of entry that the entrant does not disclose the details of any shortlisted or winning entries to any third party.

(6) The list of prizes is available on the website. They are non-transferable.

8. PUBLICITY

(1) All entrants agree that, if their entry is awarded, they will participate in related publicity and agree to the use of their name and likeness for the purposes of advertising, promotion and publicity of the Competition and/or the Competition Exhibition and Touring Exhibition without additional compensation.

9. INTELLECTUAL PROPERTY RIGHTS

(1) Each entry must be the original work of the entrant and must not infringe the rights of any other party.

(2) The entrant must either be the sole owner of the copyright in the image(s) submitted or have secured the written permission of the copyright owner or any joint owners of copyright to enter the image(s) into the Competition. A copy of any such written permission must be supplied to the Organisers on request.

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(3) Where any music is included in a TIMElapse entry, the entrant must ensure that the entry does not infringe any third party rights in the music.

(4) In the event that an entrant is not the sole copyright owner of the image(s), the entrant agrees to notify the Organisers at the date of submission, providing the names of all copyright owners.

(5) Ownership of the copyright in all images submitted to the Competition will remain with the copyright owner(s). The photographer will be credited (eg © photographer’s name). The photographer agrees that the Organisers will not be liable to the photographer in the event of inadvertent omission of the credit.

(6) By entering the Competition, the entrant grants to the Organisers (and the right for the Organisers to sub-licence those rights, including to BBCW) a non-exclusive, irrevocable licence to reproduce, publish and communicate to the public by any means and exhibit their awarded image(s) and copies of their awarded image(s) in all media throughout the world in relation to the Competition and the Competition Exhibition and Touring Exhibition including (but not limited to) use as set out in Clause 7 and in the context of:

(i) judging the Competition;
(ii) display during the Awards, Competition Exhibition and Touring Exhibition;
(iii) publication in the Portfolio Magazine and/or similar;
(iv) publication in BBC Wildlife Magazine in relation to the Competition and/or Competition Exhibition and Touring Exhibition;
(v) publication on the Owners’ Websites including within interactive elements associated with the Competition and/or Competition Exhibition and Touring Exhibition available for viewing or download from the Owners’ Websites;
(vi) promotional materials (including social media) relating to the Competition and/or Competition Exhibition and Touring Exhibition.

(7) The awarded images will feature in the Portfolio Book and the photographers will be paid the Organiser’s standard fee. Other commercial opportunities may exist for awarded photographers to benefit from the use of their image. Where a commercial benefit is likely to arise, permission will be sought by the Organisers in advance. Examples include:

(i) publication on the cover of the Portfolio Book;
(ii) inclusion in merchandising associated with the Competition and/or the Competition Exhibition and Touring Exhibition.

(8) Awarded images may be used by the Organisers for the purposes of promoting the Competition and/or Competition Exhibition and Touring Exhibition from the date of notification of awarded images until the end of the Competition Exhibition and Touring Exhibition and thereafter the Organisers may keep the awarded images within an archive (electronic or otherwise) provided that should the images be used in connection with the Competition and/or Competition Exhibition or Touring Exhibition after the period of five (5) years following the notification of awarded images, permission will be sought from the entrant and from the entrant’s parent or guardian if the entrant is aged under 18 on the date on which permission is sought.

10. LIABILITY

(1) Proof of electronic submission is not proof of receipt by the Organisers.

(2) The Organisers cannot be held responsible for emails that do not arrive due to an entrant’s email security settings or restrictions placed by their Internet Service Provider. Entrants must ensure that their settings accept emails from wildlifephotographeroftheyear@nhm.ac.uk, website@nhm.ac.uk, nhm@nhm.pmailuk.com and registration-no-reply@nhm.ac.uk.

(3) The Organisers regret that they cannot accept liability for any loss of or damage to any image entered into the Competition however caused or for any other loss or damage as a result.

(4) The Owners regret that they cannot accept liability for the misuse of images and/or failure of any third party to comply with the Competition’s credit guidelines.

(5) Non-awarded digital images entered into the Competition will not be stored or returned by the Organisers after the names of awarded photographers are announced.

(6) Except where expressly stated elsewhere in the Rules, the Owners regret that, to the fullest extent permitted by law, they cannot accept any liability for any loss or damage suffered by any entrant in relation to the Competition or the use of any prize.

11. DATA PROTECTION

(1) The personal data of entrants will be managed by the Organisers in accordance with the principles of the Data Protection Act 1998.

(2) The Organisers will collect personal data about entrants (and the entrant’s parent/guardian where applicable) at the time of registration, and as otherwise provided in order to administer the Competition and/or all associated activities.

(3) If an entrant (or the entrant’s parent or guardian where applicable) elects on entering the Competition to give a donation to the Natural History Museum and Gift Aids their payment,
their personal data will be passed on to HM Revenue and Customs for the purposes of claiming Gift Aid. This personal data may be stored by HM Revenue & Customs for the purposes of financial auditing.

(4) Entrants will be asked at the time of registration if they would like their contact details added to the mailing list administered by Organisers in the relation to the Competition and will be used accordingly. Where the entrant is aged under 16, the entrant’s parent or guardian will also be asked to confirm their consent for the above processing of their and the entrant’s personal data. There is a tick box for ‘Parental Consent’ on the Single Sign-on (“SSO”) registration form.

(5) Information relating to all awarded photographers will be shared with BBCW, as joint Owners of the Competition. It will not be shared with any other third party without prior notification and agreement.

(6) Entrants may contact the Organisers at any time to update their details and/or preferences regarding permitted use of their personal data.