

**RULES OF THE COMPETITION**  
**IAAF Photo Award**  
**Professional and Fan**

**1. THE IAAF AND THE COMPETITION:**

The International Association of Athletics Federations (hereafter referred to as the "IAAF"), an association recognised under the laws of Monaco with head office located at 6-8 Quai Antoine 1er, BP 359, 98007 Monaco, acting through its legal representatives, domiciled in this capacity at the said registered office, has decided to organise a competition "IAAF Photo Award" in two categories (Professional Photographer and Fan) (hereafter referred to as the "**Competition**") from 9 October 2017 up to and including 30 October 2017 via the email address [iaafphotoaward@iaaf.org](mailto:iaafphotoaward@iaaf.org) which, for the purpose of the present Rules, shall be considered as part of the Website as defined under the General Terms and Conditions of IAAF.org (hereafter referred to as the "**Website**").

Any professional photographer who has been officially accredited as PHOTOGRAPHER at any athletics event in 2017 as well as any individual who attended any athletics event in 2017 as a ticket holder can take part in the competition, respectively in the Photographer and the Fan category.

**2. ELIGIBILITY AND ACCEPTANCE OF THE RULES**

By taking part in the Competition, the participant (hereinafter referred to as the "**Competitor**") accepts unreservedly the present Rules (which include the Terms and Conditions of the Website incorporated herein by reference) (the "**Rules**") and the principle of the Competition. In case of conflict between the Terms and Conditions of the Website and the present Rules, the present Rules shall prevail. Anyone breaching one or more of the articles of the Rules shall be deprived of the possibility of taking part in the Competition and also of any prize that he or she might otherwise have won.

The Competition, which is free of charge and entails no obligation to make a purchase, is open exclusively to:

- photographers, who have successfully submitted 1 (one) photograph by email to [iaafphotoaward@iaaf.org](mailto:iaafphotoaward@iaaf.org) ; and
- fans aged 18 and who submitted 1 (one) photograph only via Twitter.com by referring to the hashtag #IAAFPhotoOfTheYear, with the exception of those persons having a legal link with the IAAF, any of the IAAF's wholly owned subsidiaries or any marketing services agency or other company involved directly with the administration of this promotion, or any members of their families;

Submissions shall include a CAPTION, the DATE when the photograph was taken and the technical information of the selected image (including images prior and following) to prove authenticity. The image shall not be larger than 5 MB.

Submissions for the professional photographers' category shall be received by Monday 30 October 2017 midday Monaco Time and should include all the required details.

Submissions for the fans' category shall be submitted between 1 and 15 November

2017 midday Monaco Time and should include all the required details.

The photo having collected the highest number of votes from the jury will be elected as winner of the competition and be awarded a prize.

Any form of participation in the Competition other than those expressly defined by the present Rules is excluded and shall not be taken into consideration by the IAAF. Every Competitor has access to the Rules of the Competition from the Website.

The Contract between the Competitor and the IAAF will be subject to the conditions herein contained. In case a Competitor refuses to abide by the present Rules, its participation will be null and void.

### **3. VALIDITY**

To be valid each participant must have successfully completed and submitted 1 photo by email to [iaafphotoaward@iaaf.org](mailto:iaafphotoaward@iaaf.org). Competitors are fully liable for the validity of the information that they give at the time of their entry, in particular of their email addresses.

All entries submitted by fans and who have correctly been referenced to the competition's hashtag shall be retweeted by the IAAF official channels. They will also be posted on the IAAF Facebook and Instagram pages.

All pictures submitted on the Website shall comply with the Terms and conditions of the Website, with a special emphasis on Article 3 of the Terms and conditions. In accordance with such Terms and Conditions, it is strictly prohibited to :

- submit any material which is or may infringe the rights (including intellectual property rights) of any third party or be unlawful, threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy, which may cause annoyance or inconvenience or may restrict or inhibit the use of the Website by any person or which constitutes or encourages conduct that may be considered a criminal offence or give rise to civil liability in any country in the world;
- to submit any material which compromises the privacy or security of anyone other than yourself;
- to submit any material which does or may bring the IAAF or any of its brands into dispute or in any way damage their reputation;
- to submit any material where use of the material by the IAAF, or any third party licensed or permitted by the IAAF, will give rise to any third party claims especially as provided under Article 7 below.

### **4. THE PRIZE**

The prize that will be awarded will consist in the following:

- for professional photographers' category: invitation to the IAAF Athletics Award on 24<sup>th</sup> November 2017 in Monaco. The invitation will comprise economy class airfare for two; 2 nights B&B stay at the Meridien Beach Plaza hotel, Monaco and 2 tickets for the IAAF Athletics Awards show at the Grimaldi Forum; and
- for the fans' category: an invitation to the IAAF World Indoor Championships in Birmingham, 1-4 March 2018 which includes economy class tickets for two, 4

nights' accommodation B&B and tickets to the event.

There is no prize alternative and the prize is non-transferable. The prize is as stated and cannot be sold or exchanged for cash, goods or services.

#### **5. CLOSING DATE**

The Closing date for submission of the professional photographers to enable entry is 30 October 2017.

The Closing date for submission of the fan photographers to enable entry is 15 November 2017.

#### **6. WINNER ANNOUNCEMENT**

For professional photographers:

A panel of experts shall judge and select the top 25 professional entries. The selected 25 images will be part of a photo exhibition which will be on show at the IAAF Athletics Awards between 22 and 26 November in Monaco.

The panel of experts will also determine the top THREE images from the 25 shortlisted. The authors of the top THREE images shall be informed of their selection by 15 November and shall be invited to the IAAF Athletics Awards in Monaco on 24 November 2017. The shortlisted photographers will be notified within 5 days of the decision of the panel. If he/she does not wish to accept the prize or does not respond to the IAAF within 10 days of notification, it shall lose the right to enjoyment thereof. The IAAF may then award the prize to another photographer, who will be chosen by the panel.

The winner of the IAAF Photo Award shall be announced live on stage at the IAAF Athletics Awards on 24 November 2017.

The finalists (and winner) of the IAAF Photo Award will be permitted to communicate their selection/win on social media only AFTER the announcements have been made officially by the IAAF on one of its official channels.

The 3 finalists of the IAAF Photo Award shall serve as experts' panel to determine the winner of the IAAF Photo Award for Fans.

For the fans:

All entries shall be judged by the THREE finalists of the professionals' photo contest in Monaco on 23-24 November 2017.

The winner of the IAAF Photo Award for fans shall be announced on 27 November 2017 via the IAAF official channels – website and social.

Under no circumstances may the IAAF be held liable for delays in making prize available or for impossibility for Winner to claim enjoyment of its prize because of circumstances beyond the control of the IAAF.

#### **7. WINNER PUBLICITY**

Entrants accept that the IAAF will have the right, without additional payment or permission, to use their (as well as any other person featured on the photograph) name, age, town and country of residence, likeness, and photographs, including the photograph submitted to participate to the Competition, for the purposes of announcing the winner of this prize and for related promotional purposes, which includes, without limitation, promoting the Competition or the business of the IAAF (including when supported by its commercial partners) in any communication, on

any media worldwide.

This option may not constitute an obligation incumbent on the IAAF.

The Competition winners' content may be published on the IAAF's website, IAAF's social media platforms and/or third party websites, and will be treated in conformity with the Website's Terms of use and Privacy policy.

## **8. DATA PRIVACY**

The IAAF would like to keep entrants informed of the IAAF's similar products and services by email, post and/or telephone. By submitting a valid entry form for the competition you are agreeing that your data will be used for such purpose.

The Competitor acknowledges that, if necessary, it will update its e-mail address and relevant data in a timely manner. No liability shall apply to the IAAF for failure to notify the winner if the winner has not supplied a valid and current email address.

Personal data submitted by Competitors in the entry form are required for the validity of the Competitor's submission. In conformity with Monegasque law n°1.165 of 23 December 1993 in relation to protection of personal data, Competitors enjoy a right of access to the computer files relating to them and a right to rectify their data, and they may ask for their details to be struck off and no longer disclosed to third parties. Such a request may be made by ordinary letter to the IAAF at the address mentioned in Point 1 above.

## **9. RESPONSIBILITIES**

The IAAF cannot be held responsible in case of malfunction or error pertaining to the internet connection or network which would temporarily or permanently prevent access or participation to the Competition.

The IAAF cannot be held responsible for material error (including without limitation display of the Competition on the Website, sending of emails to Competitors, etc), unavailability of information and/or presence of viruses on the website.

The IAAF will in no circumstance be held liable for any of the following:

- Issues with hardware or software;
- Destruction of information submitted by Competitors for a reason not pertaining to the IAAF;
- Human or electrical errors;
- Disruption of the Competition;
- Consequences of potential losses, theft, late delivery of email correspondence not attributable to IAAF.

Any claim with regard to the present Competition shall be sent to the IAAF at the above mentioned address the latest within one month of the Closing Date.

## **10. RULES**

These Rules are to be read in conjunction with and in addition to the IAAF.org website terms and conditions and by entering the competition you are agreeing to those terms and conditions.

The IAAF is not responsible or liable for any technical, hardware or software failures of any kind and accepts no responsibility for lost, late or misdirected entries. Furthermore, the IAAF is not liable to the winner for any cancellation, delay, loss, damage, distress, injury, death or inconvenience arising from goods or services provided to the recipients of the prizes. The Winner therefore waives the right to any claim and any recourse against the IAAF or any one of the companies or the

groups to which they belong as regards the prizes, in particular the quality thereof or any consequence arising from taking possession of a prize.

The IAAF reserves the right to exclude from the Competition any person disturbing the progress of the Competition. It reserves the right to take legal action against anyone who has cheated, defrauded, manipulated or disturbed the operations described in the present Rules or who has attempted to do so. A winner who has cheated shall automatically forfeit any right to obtain any prize.

The IAAF reserves the right, in particular for compelling reasons and/or for reasons of force majeure, to shorten, extend, or cancel the present Competition in part or in full if circumstances so require. It may not be held liable in such a case. Prior notice of such changes may however be given by any suitable means.

In the event of force majeure, of unforeseeable circumstances, or of exceptional circumstances, and even if such circumstances are its own responsibility (subject to it having acted in good faith), the IAAF may terminate the Competition in full or in part. The present Competition shall be cancelled in the event of force majeure, without the Competitors or the Winner being entitled to claim any compensation in that regard. The Rules may be altered at any time by the IAAF, in compliance with the principles set forth above in this respect.

Checks and Reservations: Any information disclosed by the Competitors and by the Winner, in particular their details, shall be considered as null and void and shall not be taken into consideration if it includes an anomaly.

#### **11. APPLICABLE LAW**

The present Rules are governed by Monegasque laws.

In order to be taken into account, any dispute, question or objection relating to the Competition shall be made at the latest thirty (30) days as from the closure of the disputed Competition session, in writing only and sent to the following address:

IAAF, 6-8 Quai Antoine 1er, BP 359, 98007 Monaco.

The IAAF shall decide on any matter relating to application of the present Rules or not settled by them. Except for cases of fraud by the Competitors, any dispute that might arise during performance of the present Rules shall be settled preferably out of court between the IAAF and the Competitor.

Any dispute that might arise on interpreting the present Rules shall be referred expressly to the laws of the Principality of Monaco and to the sovereign judgement of the IAAF, and, as a last resort, to the judgement of the competent Courts of the jurisdiction of Monaco.