

## **Terms of conditions of the Prix Fisheye de la création visuelle**

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN.

NO PURCHASE WILL INCREASE YOUR CHANCES OF WINNING.

ALL ENTRIES ARE NULL AND VOID IF PROHIBITED BY LAW OR BY LAW OR REGULATION.

### **ARTICLE 1: The organisers**

The company Be Contents, S.A.S. with a capital of 100 000€, having its headquarters at 8-10 passage Beslay, registered in the PARIS Trade and Companies Register under the number 789 978 947 and publisher of the magazine FISHEYE.

Represented by Benoît Baume

Hereinafter referred to as "FISHEYE",

### **ARTICLE 2: Access and duration**

The Competition is open from 05/01/2023 until 31/03/2023. Participation is reserved to amateurs and professionals of photography without distinction of nationality. If the participant is a minor, a parental agreement on plain paper is required ("Participant"). The participation in the Competition implies unreserved acceptance of these rules.

Any participation is null and void in case of prohibition.

### **ARTICLE 3: Registration procedure**

The Participants shall submit their series or portfolio, composed of 15 to 20 images, in a PDF file, accompanied by a text of intention in French and/or English, to the following address [prixfisheye@fisheyemagazine.fr](mailto:prixfisheye@fisheyemagazine.fr). No other form of participation is accepted. Only one entry per person will be accepted. Participation in the Competition is not valid for any other other promotional events or competitions. By entering the Competition, each Participant agrees to accept, abide by and submit to these Terms and conditions and the decisions of the Organiser, which shall be final and binding in all respects. All entries are subject to verification by the Organisers. The entries that do not meet the requirements specified below or do not comply with the Terms and conditions contained herein may be disqualified. Any attempt to participation in a form other than that described herein is void. In accordance with Official Terms and conditions, the Organisers will determine in their sole discretion what constitutes a valid entry.

### **ARTICLE 4: Principle of the contest**

Each Participant shall submit a series of fifteen to twenty images. The jury will be composed of members of the Fisheye Magazine team (Benoît Baume, Éric Karsenty, Lisa Cadot, Lou Tsatsas, Salomé d'Ornano) and personalities from the world of photography.

### **ARTICLE 5: Prohibited practices**

During the Contest, the Organisers may, at their sole discretion and without prejudice to the Participant, warn, disqualify or ban any Participant who, in particular, but not limitatively:

- Engages in any form of cheating or hacking;
- Fails to comply with these Terms and conditions in their entirety;
- Engages in conduct that is, in the opinion of the Organisers, unlawful, harmful
- abusive, harassing, threatening, malicious, defamatory, libellous, misleading, pornographic, paedophilic, obscene, vulgar, racist, xenophobic, likely to incite hatred, sexually explicit, violent, unethical or otherwise unacceptable in any way whatsoever.

### **ARTICLE 6: Respect for copyright and image rights**

The Participants declare that they have read these terms and conditions, which are binding on them. They solemnly declare that they are the sole authors, and that their photo does not include any other element belonging to a photograph or any other creation for which they are not the holder of the rights. It does not represent a person whose agreement has not been obtained beforehand. In this respect, the Participant is solely responsible for the photos submitted in the within the framework of the competition and guarantees the Organisers against any action or recourse that may be brought by any person for infringement of his/her image, privacy or any other right that they may assert.

### **ARTICLE 7: Prizes**

1st prize:

- An exhibition at the Fisheye Gallery during the Rencontres d'Arles
- A publication in Fisheye Magazine
- A book published by Fisheye Editions
- A publication in the web format Focus

2nd to 5th prizes:

- A dedicated publication in the summer issue of Fisheye Magazine

### **ARTICLE 8: Awarding of prizes**

The announcement of the winners will be made on [www.fisheyemagazine.fr](http://www.fisheyemagazine.fr) and directly by email to the winners of the competition. The Prix Fisheye de la création visuelle will be officially awarded during the opening week of the Rencontres d'Arles. Prizes are not exchangeable or replaceable for another object or gift, or for any monetary value, and cannot be refunded in full or in part. The winners must, by return email or private message, within seven (7) days of the message being sent, accept their prize and send their postal address in order to claim the prize. After this period, they will be deemed to have renounced the award of their prize. The prize not awarded will not be put back into play. The prizes are not exchangeable or replaceable for another object or endowment or for any monetary value and may not give rise to a partial or total refund. By participating in the Competition, the winners acknowledge that the Organisers have not taken and will not provide any insurance whatsoever

in relation to the Prize and that each Winner will be responsible for obtaining and paying for any insurance.

#### **ARTICLE 9: Permissions**

The winners grant the Organisers a licence to use the photos for the whole world and for a period of three years, with the following rights:

- The right to fix and reproduce the photos on any media whatsoever, known or unknown, analogue, digital, organic, in any definition and in any format, as part of the communication made around the Competition;

- The right to arrange or have arranged any modification of the photos and to reproduce the results of any of these operations, within the framework of the communication made around the Competition;

- The right to communicate the photos to the public by any means known or unknown to date, and in particular by internet, television broadcasting, cable distribution and in general, by all vectors or networks for all purposes, including demonstration, promotion, advertising; and by direct advertising; and by direct representation (in particular at points of sale or at trade fairs and exhibitions), whatever the means of making it available to the public and the reception terminals

- The right of arrangement and translation into an unlimited number of foreign languages, on all media, by all modes and processes of reproduction currently known and developed in the future.

This operating licence does not confer on the Participants any remuneration, right or benefit whatsoever other than the advantage other than the award of their prizes.

#### **ARTICLE 10: Responsibility of the Organisers**

In the case of any exceptional circumstances, the Organisers reserve the right to shorten, extend, modify or cancel this Contest, to replace the prize won with a prize of equivalent nature and value. The Organisers shall not be held liable in any way in this respect. The Organisers shall also not be held responsible for delays, losses, damage, lack of legibility of stamps due to the postal services. Nor can they be held responsible and no recourse may be taken against them in the occurrence of events presenting the characteristics of exceptional circumstances (strikes, bad weather, etc.) or events beyond their control (notably technical problems) preventing the Contest from being held or running smoothly and/or depriving the winner(s) partially. Similarly, the Organisers reserve the right to cancel or modify the Competition if any act of fraud or technical the integrity of the Competition, as defined by the Organisers, in its sole discretion, and to award the Prizes on the basis of the eligible entries recorded prior to the registered before the cancellation.

#### **ARTICLE 11: Right of access to personal information**

In the context of the Contest, the Participants have communicated to the Organising Company personal data concerning them and have consented to the processing. The information and data collected during the validation of the participation in the Contest are exclusively intended for the Organisers. It is necessary for the participation and management of the Contest. The

Organisers undertake to comply with the provisions of the French Data Protection Act of 6 January 1978, in its current version, as well as any other regulation applicable to the processing of personal data and, in particular, the European Parliament and of the Council of 27 April 2016. Each Participant may exercise at any time their right of access, modification and deletion of the personal data concerning them.

#### **ARTICLE 12: Applicable Law and Dispute Resolution**

Except where prohibited by law, the Entrant agrees that: (1) all disputes, claims and causes of action arising out of or in connection with this Contest or any Prize awarded will be resolved individually, without resort to class action, and that by participating in the Contest, the Participant agrees that the formal resolution of any disputes will be subject to the courts located in Paris, France; (2) that any claims, judgments and awards shall be limited to actual out-of-pocket expenses incurred, including but not limited to costs associated with participating in this Contest, but in no event including attorneys' fees (3) except as prohibited, in no event shall the Participant be entitled to recover consequential, punitive, incidental or other damages, except for actual out-of-pocket expenses, and any right to claim damages for any loss or damage suffered by the Participant. The Participant hereby waives any right to claim such damages. To the extent permitted by law, any and all issues and questions concerning the construction, validity, interpretation and applicability of these Official Rules or the rights and obligations of the Participant and the Organisers in connection with the Competition shall be governed by and construed in accordance with French law, without giving effect to any choice or conflict of law clause, which would impose the application of the laws of a jurisdiction other than a French jurisdiction and any dispute arising out of this Competition shall, to the extent permitted by applicable law, be submitted to the French courts in Paris, France.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY OR ASSOCIATED WITH FACEBOOK, TWITTER, INSTAGRAM. YOU ARE TRANSMITTING YOUR INFORMATION TO THE ORGANISERS AND NOT TO FACEBOOK, TWITTER, INSTAGRAM.

Done in Paris, on December 5<sup>th</sup> 2022.