

TERMS OF ENTRY & SELECTION

Please read these carefully and ensure your entry complies with them. Best of luck!

INFORMATION

By submitting work to be considered for BLINDWELL Gallery each of the entrants agrees to be bound by the following Terms and Conditions.

It is the Entrant's responsibility to have read these Terms and Conditions prior to, or at the time of entering the Open Call. All entries to the Open Call will be considered as acceptance of our Terms and Conditions.

BLINDWELL LIMITED (Company Number: 12726504), trading as BLINDWELL is the operator of the Open Call.

1. SUBMITTING AN ENTRY

- 1.1. Each image entered into the Open Call must be submitted in the first instance via email to hello@blindwell.com, and in accordance to the entry fee paid.
- 1.2. The Closing Date of the Open Call will be included on BLINDWELL website and social media platforms. In the unlikely event of any changes to the Closing Date, the update will be shown on those pages.

All enquiries from Entrants regarding the Open Call or these Terms and Conditions can be made to hello@blindwell.com.

2. CONDITIONS OF ENTRY

- 2.1 Entries must be made by the individual whose details are given with the entrance submission.
- 2.2 Entries must be received by the deadline as specified on BLINDWELL website & social media platforms.
- 2.3 The Entrant acknowledges entry into the Open Call does not grant any intellectual property rights in or over BLINDWELL or the Open Call itself.
- 2.4 The Entrant agrees not to use any names, logos or any other intellectual property, or to make any public statement, in each case regarding either BLINDWELL or the Open Call, without gaining prior written consent from BLINDWELL.
- 2.5 Entrants agree not to bring the Open Call or BLINDWELL into disrepute. Behaviour that damages the reputation of the Open Call, other Entrants, partners, charities, supporters, sponsors or associated parties may lead to disqualification. (See Section 9). In the most severe cases, there could be a lifetime ban and potential legal action.

3. ENTRY FEE

- 3.1 An Entry Fee must be paid in respect of images entered to the Open Call. The price of each Entry will be published on the BLINDWELL website and may change from time to time at the sole discretion of the Admin.
- 3.2 To withdraw from the Open Call, email hello@blindwell.com including a copy of valid proof of identification with an address that corresponds to the information provided with the original submission.
- 3.3 The Entry Fee is non-refundable.

4. IMAGE RIGHTS

- 4.1 All Images must be owned solely by the Entrant and must not infringe on the copyright of any other party.
- 4.2 The copyright in respect of each Image will remain with the copyright owner before and after submission to the Open Call and will not be transferred to BLINDWELL.
- 4.3 The owner of the copyright will be credited in any instance of publication in any media form using the name given by the Entrant in their submission(s).
- 4.4 BLINDWELL may add to the credit text a web pathway or 'hyperlink' for the website of the copyright owner. Such web pathways or hyperlinks will be the same as those entered on the Entry submission and BLINDWELL is under no obligation to update such information at any time. It is the responsibility of the Entrant to inform BLINDWELL of an updated web pathway or hyperlink.
- 4.5 The owner of the copyright agrees to grant BLINDWELL a non-exclusive Licence to reproduce, publish and exhibit the copyright owner's image or creations upon entering the Open Call.
- 4.6 The Licence applies only to instances that directly or indirectly involve the Open Call, including, but not limited to, displaying of the photographs at public events, usage by BLINDWELL on the BLINDWELL website, for publicity, in email transmission, in print media, and social media.
- 4.7 The Licence will also extend to instances where BLINDWELL requires the transmission of copyrighted material for the printing of publicity posters, banners, leaflets or guides as well as associated publicity.
- 4.8 Unless specified above, no merchandising or sales will be undertaken by BLINDWELL without seeking separate agreement from the Entrant.
- 4.9 BLINDWELL cannot accept responsibility in cases of inadvertent unaccredited disclosure to the public of any material. However, we will take all reasonable steps to ensure that the Licence is not breached by accidental disclosure of Images to the public.

5. FILE UPLOAD SPECIFICATIONS

- 5.1 In the first instance, entries must be submitted digitally as JPEGs, 1600 pixels on the longest side at 72 DPI, each one 2MB or less.
- 5.2 It is the responsibility of the Entrant to ensure that each Entry meets with the requirements in this section of the Terms and Conditions. Files must be saved with no watermarks, stencil, borders or signatures on the Image file itself.
- 5.3 At the close of the Open Call, Entrants who have been shortlisted by BLINDWELL may, at our discretion, be required to submit the RAW camera file (or original film negatives, untouched JPEGs or transparency). Submission of the RAW data is to ensure ethical standards are maintained. This section applies only for certain categories, (as determined by BLINDWELL at its sole discretion), where evidence of animal baiting/cruelty, or an attempt to disguise unethical behaviour is suspected.
- 5.4 After the Open Call has concluded, high-resolution files will be requested of those Entrants who have been selected by BLINDWELL. These files should be cropped the same, and in the same colour gamete as the original entry. Accepted formats are JPEG, Tiff or PSD, ideally be 8419 pixels at the longest dimension, but at least 4209.
- 5.5 Images that cannot be authenticated, or are not of acceptable quality (as determined by BLINDWELL in its sole discretion) may be disqualified from the Open Call by BLINDWELL. (See Section 9).
- 5.6 Images entered into the Open Call do not have to have been taken in the Open Call year, and can be from any time in the past.

6. CAPTION SUBMISSIONS

- 6.1 A caption must be submitted with every Entry into the Open Call.
- 6.2 Captions should be in English where possible.
- 6.3 Enquiries regarding the submission of Captions in languages other than English can be sent to BLINDWELL via hello@blindwell.com.
- 6.4 Captions must include background information about the Entry, such as any motivations the Entrant may have held and/or special circumstances surrounding the moment and/or Image.

7. SELECTION PROCESS

- 7.1 The selection is performed solely by the Directors of Blindwell.
- 7.2 Individual photographers will be notified if selected as part of the final exhibition.
- 7.3 Notification to an Entrant that work submitted by that Entrant has been selected to be shown is done in the strictest confidence. Entrants are forbidden to disclose any details to any third party in any way until the Admin grants that Entrant written permission to do so, or until the Admin makes a public announcement that identifies the chosen exhibitors.

8. ETHICAL REQUIREMENTS

- 8.1 BLINDWELL respects the rights of nature, and laws of the United Kingdom. As such, any and all breaches of the laws of the United Kingdom may be grounds for disqualification from the Open Call in accordance with section 9 of these BLINDWELL Terms and Conditions.
- 8.2 Entrants must be honest and genuine with their submissions to the Open Call.
- 8.3 Each Entrant retains full responsibility for obtaining any permissions needed to display the content of their Image in the Open Call, or on the BLINDWELL website. This includes abiding by national and international law, seeking permits and permissions for accessing the land on which the photograph was taken and the rights to any and all brands, faces or persons featured in the Entry being legally sought. BLINDWELL accepts no responsibility for those Entrants that fail to comply with this section 8.3 and shall not be held to account by the Entrant for any liabilities associated with such infractions.
- 8.4 All Entrants must ensure their submissions have been ethically obtained. This includes respect for nature, habitat, animals, personal property and trespass laws. Any suspected destruction of habitat or personal property that is suspected in an attempt to capture an Image will result in the Entrant being disqualified from the Open Call in accordance with section 9 of these BLINDWELL Terms and Conditions.
- 8.5 All content within the associated Caption of any Entry must be truthful, complete and accurate, and must not mislead or omit details that may later be detrimental to the Open Call.
- 8.6 The use of live bait to lure any animal, and the intentional torment of creatures is unacceptable and any suspected breach of this section 8 of these BLINDWELL Terms and Conditions will be taken extremely seriously. In such instances the Entrant will be disqualified from the Open Call in accordance with section 9 of these BLINDWELL Terms and Conditions, and the correct authorities shall be informed.
- 8.7 All Entrants agree that the Image/s that they have submitted to the Open Call have not involved the intentional torment or injury of any animal in order to capture the Image/s. Any suspected breach of this rule will not be tolerated and will result in the Entrant being disqualified from the Open Call in accordance with section 9 of these BLINDWELL Terms and Conditions.

9. DISQUALIFICATION

- 9.1 BLINDWELL retains the right to disqualify (at its sole discretion) any Entrant, or Entry at any stage and for any reason. These reasons may include, but are not limited to, misuse or theft of intellectual property, antisocial, crude or abusive behaviour, dishonest representation, unethical treatment of animals, contravention of local/national laws and failure to abide by the rules laid out in the BLINDWELL Terms and Conditions.
- 9.2 In the event of disqualification from the Open Call, the Entrant will be offered no compensation and BLINDWELL reserves the right to deny any refund of the Entry Fees paid by the Entrant.
- 9.3 A decision of BLINDWELL is final in all matters pertaining to the Open Call and no negotiation will be entered into with any Entrant or associated parties.
- 9.4 BLINDWELL reserves the right to waive a breach of the BLINDWELL Terms and Conditions at its sole discretion, after considering individual cases.

10. DATA PROTECTION

- 10.1 All personal data, as defined under the Data Protection Act 2018, collected by BLINDWELL will be managed and protected in accordance of the Data Protection Acts of 1998 and 2018.
- 10.2 Personal data will be collected in a way pertinent to the facilitating of the Open Call and event.
- 10.3 The Entrants contact email addresses and name data will be stored and added to a mailing list that will solely involve the Open Call itself and event activity.
- 10.4 Entrants can contact BLINDWELL at any time to delete or update their details on record using hello@blindwell.com
- 10.5 Entrants can unsubscribe from the mailing list at any time using hello@blindwell.com

Registered Company Number: 12726504