

Terms and Conditions Saphan Siang Photo Competition

1. The Contest is open to residents of Thailand of any age (under 16s need parental or guardian consent to enter); although staff or family members of organizers will be exempt from any prizes.
2. To enter visit the Saphan Siang Photography Competition tab on **photocompetition.saphansiang.com**, upload your photo and fill in the online entry form. OR enter by sending your photo to saphansiang.contest@gmail.com
3. **photocompetition.saphansiang.com** saphansiang.contest@gmail.com
Opening date for entries is **13th June 2012** Closing date for receipt of entries is **16th July at 5pm.**
4. No admission fee is required to participate in the Saphan Siang photo competition.
5. By submitting your entry, you grant us a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable and transferable licence to use, reproduce, distribute, and make derivative works of your entry in any media and through any media channel.
6. The entry shall be the entrant's own work. By entering the competition each entrant warrants that their entry shall not have been previously published or exploited in any part and will not infringe any copyright, right of privacy, right of publicity or personality or any other right whatsoever of any third party.
7. Each entry:
 - a. Must correspond with the theme of the Saphan Siang photo competition: 'A Positive Image'. Any entry that is deemed to contravene the theme will be removed and the entrant disqualified from the competition.
 - b. Must have been taken within the two years prior to the closing date of the competition.
 - c. Should be uploaded to the Saphan Siang photo competition application as jpegs
 - d. Must be suitable for display and publication online and should not be obscene or indecent (including but not limited to nudity, pornography or profanity), it must not contain defamatory statements or words or symbols that are offensive either generally or to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group. It must not include threats to any person, place, business or group, it must not invade privacy or other rights of any person, firm or entity, and it must not in any other way violate applicable laws and regulations or network standards;
 - e. Must not contain or reference any third party trade marks or logos unless such inclusion is merely incidental and is not unduly prominent and as long as it is included with due cause and in such a way that it does not take unfair advantage of any third party trade marks.;

- f. Must not contain any copyrighted works (other than as owned by the entrant);
- 8. If anyone other than you appears in your photograph, you must have their permission to use their name and image in the manner contemplated by this competition. If a minor (under 16) appears in the photograph, permission from a parent or guardian must be sought.
- 9. Photographs that have won awards in other photographic competitions, or similar shots from the same sequence, are disqualified from entry. Images previously published in magazines, or similar shots from the same sequence, are ineligible.
- 10. If any group of people elects to collaborate on a submission, they are required to designate one person as the agent of the group to enter the Competition, agree to these terms and conditions and accept the prize on behalf of the group.
- 11. By participating in this competition, you agree to release, discharge and hold us harmless from any and all injuries, liability, losses and damages of any kind resulting from your participation in this competition (save that nothing shall limit our liability for fraud, or for death or personal injury caused by our negligence).
- 12. If you submit an entry that includes material the rights in which are owned by a third party, including intellectual property rights such as copyright and trade marks, you will be responsible for any legal action that party may take against you.
- 13. Entrants shall indemnify and hold the Promoter and their respective affiliates, directors, agents, or other partners ("the Indemnities") harmless from any claims, actions, proceedings, costs (including reasonable legal fees) and expenses brought or asserted by a third party against any of the Indemnities arising as a result of the Promoter's use of the entrant's submission including but not limited to any breach of third party intellectual property rights.
- 14. No entries from agents, third parties, organised groups or entries automatically generated by computer will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all entry instructions.
- 15. There is no limit on the number of photos an entrant can upload, however, remember that the judges will be voting on quality not quantity. Responsibility is not accepted for entries lost, damaged or delayed as a

result of any network, computer hardware or software failure of any kind. Proof of sending will not be accepted as proof of receipt.

16. The winners will be notified by email within **14** days of the closing date. The winners must claim their prize within **30 days** of the notification. If the prize is unclaimed after this time, it will lapse and the Promoter reserves the right to offer the unclaimed prize to a substitute winner selected in accordance with the competition rules.
17. The winners may be required to participate in publicity arising from this promotion.
18. Judging:
 - a. Judging will take place from **17th July** The judges will select one entrant to win the Grand Prize of **THB 10,000**
 - b. A panel of expert judges, chaired by a representative of the United Nations will judge all entrants. The judges will be looking at:
 - i. Relevance to the theme
 - ii. Impact
 - iii. Photo composition
 - iv. Caption
 - v. Public voting
19. Public Voting:
 - a. Public voting on the Saphan Siang Facebook application will take place from **14th June**.
 - b. Entrants are encouraged to employ their Facebook friends in the voting process.
 - c. Only one vote per person will be permitted in the competition.
20. By entering the competition, all entrants will be deemed to have accepted and be bound by the rules and consent to the transfer of their personal data to the Data Controller for the purposes of the administration of this promotion and any other purposes to which the entrant has consented. All entry instructions form part of the rules.
21. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, and, by entering, entrants agree and understand that Facebook cannot be held responsible or liable in any way for or in connection with this promotion. Entrants understand that they are providing their information to the Promoter and not to Facebook.
22. These terms and conditions and any issues or disputes which may arise out of or in connection with these terms and conditions (whether such disputes or issues are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation or otherwise) shall be governed by and construed in accordance with Thai law. Entrants hereby

irrevocably submit to the exclusive jurisdiction of the Thai courts to settle any such dispute or issues.

23. Promoter and Data Controller:

TYDiS Co., Ltd.

213/2 Rajawithee Road,

Chitrada,

Dusit,

Bangkok 10300

Tel: 02668 6376

(Please do not send entries to this address).