These terms and conditions of use constitute an agreement between you (“the Photographer”) and Roe Valley Arts and Cultural Centre (“RVACC”, “the Organizer”, “we” OR “our”)

READ THIS AGREEMENT IN ITS ENTIRETY BEFORE YOU CONTINUE TO YOUR SUBMISSION OR UPLOAD ANY IMAGE. BY SUBMITTING TO THE OPEN SUBMISSION YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT CONTINUE YOUR SUBMISSION.

1. ORGANIZER

 RVACC’s Coastal Connections Gallery Exhibition (“the Exhibition”, “the Exhibit”) is being organized by Roe Valley Arts and Cultural Centre, 24 Main Street, Limavady, BT49 0FJ.

2. SUBMISSIONS

a. Eligibility: Submissions are open to photographers from anywhere in the world that have taken a picture of the coastline within the Causeway Coast and Glens Borough Council area.

b. Photography submission information must be complete (Photographer name, title, location, date, contact information).

c. Entries for the Exhibition will be accepted via submission to the email address: coastalconnectionsopencall@gmail.com

d. Images submitted:

i. With watermarks, logos, overlays, borders or text will not be considered.

ii. Image file extensions accepted: JPG, JPEG, PNG

iii. Image can be from any year

iv. It is always important to take into account the ethical consideration of photography and to protect vulnerable people from potential harm that could be inflicted as a result of the publication of images that expose or identify individuals or groups who may be or may become vulnerable as a result of the publication of the photographs.

 v. Grayscale / Black & White images are permitted.

 vi. Cropping is permitted.

e. The submission call is open to images of the coastline in the Causeway Coast and Glens Borough Council area in Northern Ireland.

f. RVACC reserves the right to amend or extend the submission deadline at their sole discretion. Should this be the case, details will be posted via the RVACC website at: [www.roevalleyarts.com](http://www.roevalleyarts.com)

g. RVACC reserves the right to reschedule the Exhibition at their sole discretion. Should this be the case, details will be posted via the RVACC website at: [www.roevalleyarts.com](http://www.roevalleyarts.com)

h. Third Party Releases

 i. By submitting to the Exhibition open submission, the Photographer declares that they have full authorization to enter the submitted image(s) and has the necessary model releases if needed for the image(s) to be shown publicly

 ii. By submitting her/his/their image(s) for the Exhibition, the Photographer declares that she/he/they is the author of the image(s) and has all rights to the intellectual property related to the work. The Photographer declares that the submitted photograph(s) does not violate the rights of institutions and/or third parties, does not infringe upon the copyrights, trademarks, contract rights, or any other intellectual property rights of any third person or entity, and does not violate any person’s rights of privacy or publicity, in particular, all persons visible in the photograph(s), and that these persons consented to the use of their image in the Exhibition and their dissemination. In the absence of such consent, the Photographer assumes responsibility for all legitimate claims of these persons and institutions.

g. RVACC reserves the right, in its sole discretion, to disqualify, void, or remove any photograph that does not comply with the following requirements, even after the photograph appears in the Exhibition. You warrant in respect of the photographs submitted by the Photographer as follows:

i. The Photographers is the creator of the photograph(s), own the copyright to the photograph(s), and have the necessary approval to submit the photograph(s)

ii. To the best of the Photographers knowledge, the photograph(s) do not contain any infringing, threatening, false, misleading, abusive, harassing, libelous, defamatory, inflammatory, pornographic or profane content.

iii. To the best of the Photographer’s knowledge, the photograph(s) do not contain any material that could constitute or encourage conduct which would be a criminal offense, give rise to civil liability, or otherwise violate any law.

iv. Photographs have not been purchased not has the Photographer secured the rights to use stock images.

v. The photograph(s) are images of the coastline in the Causeway Coast and Glens Borough Council area, NI.

 4. IMAGE SELECTION

RVACC will attempt to include at least one image from each person’s submission so long as they adhere with the terms and conditions stipulated within this document. Should you submit more than one image please be aware that not all images may be used. RVACC will appoint a panel of jurors to choose the images included in the exhibition. The juror(s) will review the submissions and all submission data of the Photographer will be private. The juror(s) will only see the image displayed and no other identifying information about the Photographer.

5. USE OF IMAGE(S) / COPYRIGHT / LICENSE

a. Image Release for Publicity:

i. By submitting their image(s), the Photographer agrees that RVACC and its affiliates may promote the Photographer’s work on its websites and social media networks, and grants RVACC the right to use their submitted image(s) in promotional materials, including videos, emails, websites, blogs, and any other mediums.

ii. If the Photographer’s image(s) is selected, the Photographer agrees that RVACC can distribute their image(s) to media organizations, sponsors, blogs, and publications for the purpose of promoting its exhibition, community, and the genre for editorial, non-commercial purposes. Such use will be restricted to promotion, publicity, news, or informational education or awareness usage of the RVACC Community, directory, and exhibitions.

iii. Images used in this way will be credited to the Photographer whenever possible. Any photograph used by RVACC shall carry a credit line. Any failure to provide such a credit line shall not be deemed to be a breach, as long as RVACC uses its reasonable endeavors to rectify such failure within a reasonable period from the date of notice of such failure.

b. Image Release for Exhibition:

i. If the Photographer’s image(s) is selected, the Photographer agrees RVACC can exhibit their photograph in the RVACC Coastal Connections Gallery Exhibition for a length of time to be determined by RVACC.

c. Copyright:

i. RVACC makes no claims to the image(s) copyright. At no point does RVACC or its affiliates require Photographers to sign over the copyright of their work, and therefore Photographers retain all copyrights to their work at all times.

ii. By submitting her/his/their image(s), the Photographer is granting RVACC a license to use the Photographer’s work as described in clause 5a, 5b, and 5c.

d. The Photographer acknowledges that RVACC and its affiliates and event partners assume no responsibility and are not liable for any image misuse.

6. DATA PROTECTION / USE OF YOUR PERSONAL DATA / PRIVACY

By submitting to and / or participating in the Exhibition, the Photographer consents to authorize RVACC to receive, review, process, and store her/his/their data which is used for the purpose of conducting and administering the Exhibition and which they transmitted by the submission form and / or provided via email. Photographers have the right to access, review, rectify or delete any personal data held by RVACC by sending an email to the following address: coastalconnectionsopencall@gmail.com

RVACC assures to protect this data in accordance to data protection regulations, and will not use it for purposes other than what is stated here within the Terms & Conditions.

The Photographer agrees that RVACC can use their email address in order to be able to communicate with them in matters of the Exhibition.

7. RIGHT TO CANCEL

a. RVACC reserves the right to cancel scheduled exhibitions or events, or to remove image(s) from a group Exhibition if the Photographer, in any way, is perceived to have brought the Exhibition into disrepute.

b. If for any reason the selected Photographer is not capable of exhibiting as planned, they should wherever possible give RVACC notice as soon as possible, prior to the Exhibition.

8. GENERAL TERMS & CONDITIONS

a. Indemnification: The Photographer agrees to fully indemnify RVACC in respect of all royalties, fees and any other monies owing to any person by reason of the Photographer breaching any of the foregoing.

b. Roe Valley Arts and Cultural Centre assumes no responsibility for any incorrect, inaccurate or incomplete information, whether caused by website users or by any equipment or programming associated with or utilized in the Exhibition and RVACC assumes no responsibility for technical, hardware or software of any kind, for lost network connections, garbled computer transmissions, or technical malfunctions, with regards to the Exhibition. RVACC assumes no responsibility for any error, omission, corruption, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alternations of submissions. RVACC is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, computer equipment, software, failure of any email addressed to RVACC on account of technical problems, human error or traffic congestion on the internet or any website, or any combination thereof, including injury or damage to your or any other person’s computer related to or resulting from participation or downloading any materials in the Exhibition. If for any reason a Photographer’s photograph cannot be viewed or is not capable of running as planned, including infection by computer viruses, bugs, tampering, unauthorized intervention, fraud or technical failures, RVACC assumes no responsibility.

c. In no event will RVACC, its members, event partners, affiliates or its officers, or employees, be responsible for any damages or losses of any kind, including direct, indirect, incidental, consequential, special or punitive damages arising out of any Photographer’s or person’s access to and use of the website and participation in the Exhibition. Without limiting the generality of the foregoing, everything on the website is provided “as is” without warranty of any kind, whether expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for purpose or use or non-infringement.

d. You waive any right to bring any claim against RVACC on the grounds that its use of your images constitutes an infringing or otherwise unauthorized use under the laws of any jurisdiction in which your photographs are published under this license.

 e. The Photographer agrees to participate in related publicity and to the use of their name and selected image(s) for the purpose of advertising, promotion, and publicity for RVACC and the Exhibition without additional compensation. Such requests will not be unreasonably withheld.

f. By submitting to the Exhibition, the Photographer agrees to receive occasional emails from RVACC, which they may unsubscribe from at any time.

g. By submitting images to this Exhibition call, the Photographer acknowledges that they have read and understand the terms and conditions of this submission and Exhibition.