

# 2019 FKF Photo Competition Official Rules

## The official rules of the Friends of Karura Community Forest Association (FKF) 2019 Photo Competition

### 1. ELIGIBILITY

- 1.1. The 2019 FKF Photo Competition (“Photo Competition”) is open to all professional and amateur photographers who have reached the age of majority in their jurisdiction of residence at the time of entry.
- 1.2. Entrants in the Junior category (less than 18 years old) must provide a note of Consent to Participate by a parent or guardian. Individuals under the age of 18 may enter the competition in the Junior Category, to which all Rules apply.
- 1.3. Members of the same family may enter separately, but in such a case, each entry must be accompanied with a hand-written note signed by each entrant to the effect that he or she did indeed shoot a particular entry.
- 1.4. Board Members, Employees, interns, or partners of FKF, as well as the immediate family (spouse, parents, siblings, and children) and household members of employees, are not eligible to enter.
- 1.5. By submitting an entry to the Photo Competition, entrants certify that their participation in this Photo Competition is not illegal or in violation of any law, regulation, treaty or administrative act, and that the laws of their governing jurisdiction of residence at the time of entry do not prohibit or restrict the receipt of any Prize under this Photo Competition.
- 1.6. FKF reserves the right to reject any entry if, in FKF’s sole discretion, the laws of an applicable jurisdiction, including but not limited to the entrant’s jurisdiction of residence at the time of entry, would prohibit or limit FKF from proceeding with the Competition as intended or the consideration or awarding of any Prize would impose additional administrative, tax, operational, or legal burdens on FKF.

### 2. SPONSOR

- 2.1. The Photo Competition is sponsored by the Friends of Karura Community Forest Association (“Sponsor”). This Photo Competition is in no way sponsored by, endorsed by, administered by, or associated with, Facebook, Twitter or any other platform on which Competition correspondence, announcements or media may be posted.

### 3. ENTRY PERIOD

- 3.1. The Photo Competition begins at 12:00am EAT on 10 July 2019 and ends at 11:59pm EAT on 1 September 2019 (the “Entry Period”). Entries submitted after the Entry Period will not be eligible. Note that the Entry Period does not affect the capture date of the photo(s) entered, which may have been taken at any time pursuant to limitations defined in paragraph 4.1.3. The sponsor’s computer is the official time-keeping device for the Photo Competition.

### 4. WHAT TO ENTER

#### 4.1. *Background & Theme*

- 4.1.1. FKF, in partnership with the Kenya Forest Service and numerous private supporters, is committed to a future for people and nature through participatory forest management. Karura Forest offers thousands of visitors some 50 km of well-maintained secure trails to walk, run or bike, as well as for FKF staff to restore the forest to its natural state and maintain it for future generations.
- 4.1.2. FKF was registered under the Societies Act of Kenya in October 2009. This year, 2019, marks the 10th Anniversary of existence of the Community Forest Association. Apart from significant achievements in securing, managing and preserving the Karura ecosystem, the forest has become one of Nairobi’s most frequently-visited natural recreation locations, leading to it being known as “the people’s forest.”

- 4.1.3. Accordingly, this year, we invite you to share with us what you have seen and photographed within Karura Forest Reserve at any time within the decade of FKF existence, with a view to expressing Karura Forest in your eyes -- **My Karura**.

## 4.2. Media & Format

- 4.2.1. In order to ensure eligibility for the competition, please submit files no larger than 10MB at the time of entry at a resolution of not less than 150 dpi. Higher resolution files of at least 300 dpi will be requested should an entry be preselected to be awarded a prize or an honourable mention. All photographs should accurately reflect the subject matter and the scene as it appeared. Photos that have, in the opinion of the judges, been digitally altered beyond standard optimisation (removal of dust, cropping, reasonable adjustments to exposure, colour and contrast, etc.) will be disqualified.
- 4.2.2. Multiple exposures that have been combined to produce a single “High Dynamic Range” or focus-bracketed image are acceptable.
- 4.2.3. Exceptionally, images that have been manipulated to provide an abstract interpretation of reality may be considered, as long as the manipulation does not result in gross misrepresentation of reality (see above). The opinion of the judges in such case shall be final.
- 4.2.4. Entries may originate in any format — including, but not limited to digital files, digital prints, colour transparencies, colour prints, or black and white prints — so long as they are submitted electronically in a .JPEG or .jpg form. Add your surname to the filename, thus: <imagename\_YOURNAME.jpg>.
- 4.2.5. Entries should include all IPTC metadata if possible (if not possible, a short, written explanation should be provided explaining the absence of metadata). Caption information should include, as accurately as possible:
- 4.2.5.1. Location
  - 4.2.5.2. Name of location (e.g.: Karura River, footbridge above waterfall, Turaco Creek near Junction 10, etc)
  - 4.2.5.3. Detailed caption of subject matter
- 4.2.6. Previously published material for which non-exclusive rights were granted may be entered as long as you still maintain the right to grant us a license (see “Your Rights” below). You must be able to disclose when and where the photo appeared previously to FKF upon request.
- 4.2.7. If you choose to include people in your submission, you are responsible for obtaining the necessary releases from the individuals depicted and must be able to provide copies of those releases to FKF upon request.
- 4.2.8. Submissions may be digitally watermarked if desired, but entries with visual watermarks are unacceptable. Similarly, visible camera-generated date/time stamps are not acceptable.
- 4.2.9. Images will be judged on originality, technical excellence, composition, overall impact and artistic merit.
- 4.2.10. The following submissions are ineligible:
- 4.2.10.1. Images of harmed or distressed animals, other than the results of natural mortality presented within the bounds of good taste.
  - 4.2.10.2. Photos that violate or infringe upon another person’s rights, including but not limited to copyright and photographs of persons without the necessary consent required by Kenya. FKF reserves the right to require entrants to submit evidence of the subject’s legal consent to be photographed for the submitted photograph, which may include a signed waiver from the subject.
  - 4.2.10.3. Photos that contain sexually explicit, nude, obscene, violent or other objectionable or inappropriate content.
  - 4.2.10.4. Images that involve the wilful harassment of wildlife, or damage to the environment by the photographer.
  - 4.2.10.5. Images that involve putting any individual or animal in danger.

4.2.11. FKF shall determine entry eligibility in its sole and absolute discretion.

## **5. HOW TO ENTER**

- 5.1. All images must be submitted one at a time as attachments to [photocomp2019@karurafriends.org](mailto:photocomp2019@karurafriends.org). Please also include a plain text file containing meta-data as outlined above, even if all relevant meta-data is embedded in the IPTC to present all required fields, including name, email and other information about your photo submission.
- 5.2. You may enter no more than three photos, but you may not use an agency or automated system to enter. Sponsor reserves the right to reject any additional entries or entries that do not comply with these Official Rules. By entering, you indicate your unconditional agreement to, and acceptance of, these Official Rules and Sponsor's decisions, which are final and binding. You cannot win a prize unless you comply with all requirements in these Official Rules.
- 5.3. Entrants may be asked to supplement their submission (such as with a paragraph about their photo or the highest resolution version of their photo) anytime on or after 1 September, 2019.

## **6. JUDGING**

- 6.1. Photos will be judged on relevance to the competition theme ("My Karura"), originality, overall impact, artistic merit, composition, technical excellence, and subject matter of relevance to Karura Forest, people in the forest, nature, environmental awareness and participatory forest management.
- 6.2. Judging will be conducted by a Panel comprising FKF Board members and a group of guest judges to be selected by FKF at its sole discretion (the "Panel"). The Panel will evaluate all valid entries and pick 3 winners in order of priority.
- 6.3. All judging decisions are final. Please do not contact us about the status of entries or judging.
- 6.4. FKF will notify the winner via the contact information provided at the time of entry.

## **7. POTENTIAL WINNER REQUIREMENTS**

- 7.1. Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility, including proof of age, and liability/publicity release within 14 days. If a potential winner fails to return these documents on time, an alternate potential winner may be selected in his/her place.

## **8. PRIZES**

### *Adult Category*

First prize: 30,000 KES

Second prize: 20,000 KES

Third prize: 10,000 KES

Honourable Mentions (seven): 5,000 KES

### *Junior Category (Entrants below 18 years of age)*

First prize: 10,000 KES

Second prize: 7,000 KES

Third prize: 5,000 KES

Prizes will be announced during the FKF 10<sup>th</sup> Anniversary celebratory gathering in October 2019 at a date, time and place to be announced in due course.

## **9. YOUR RIGHTS**

9.1. Your photographs help FKF protect Earth’s amazing diversity of wildlife, people, plants and habitats through participatory forest management. Thank you for helping to further our mission through your photography.

9.2. You will retain all rights to any photograph you submit — including ownership if applicable.

9.3. If you submit a photograph to enter the Photo Competition, you grant FKF a 5-year royalty-free, nonexclusive right to:

- Display the photograph on FKFCFA website, Facebook page, other social media and publications.
- Allow third parties to share the photograph on social media.
- Use the photograph on the Internet and in social media in support of our mission.
- Use the photograph in FKF’s internal and external communications materials including but not limited to web sites and web publications, fact sheets, fund raising publications, advertising, multimedia, presentation and membership services, annual report and FKFCFA Newsletter.
- Provide your photograph to other individuals and organizations for conservation-related use in news stories, newsletters, reports, slide shows, displays, web pages, videos, membership premiums, and the like
- Use, in connection with the Photo Competition, your name, city, state and country of residence in promotions and other publications
- Retain a digital copy of your photograph that will be archived in FKF photo library and accessible to FKF staff via FKF internal online photo archive

9.4. FKF will endeavour to credit all photographs with the caption “Person’s Name” when the Full name is available.

## **10. GENERAL CONDITIONS**

In the event that the operation, security, or administration of the Photo Competition is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Photo Competition to address the impairment and then resume the Photo Competition; or (b) award the prize(s) from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Photo Competition, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to the owner of an online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the owner. The Photo Competition is subject to Kenyan laws and regulations and is void where prohibited.

## **11. RELEASE AND LIMITATIONS OF LIABILITY**

By entering, you agree to release and hold harmless Sponsor, and each of their respective officers, directors, employees, and agents (the “Released Parties”) from and against any claim or cause of action arising out of participation in the Photo Competition or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Photo Competition; (b) technical errors; (c) printing errors; (d) late or undelivered mail; (e) errors in the administration of the Photo Competition; or (f) injury or damage to persons or property. You waive the right to claim any attorneys’ fees and any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

## **12. E-SUPPORTER**

When you enter, you will automatically become an e-supporter of FKF. This includes special event invitations, digital messages, text and a periodic e-newsletter. You may cancel and unsubscribe at any time.

## **13. PRIVACY AND PUBLICITY**

Any information you submit as part of the Photo Competition will be used in accordance with Sponsor’s Privacy policy. Except where prohibited, you consent to Sponsor’s use of your name in any

list of winners (if applicable) and for promotional purposes in any media without further payment or consideration.

#### **14. DISPUTES**

You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Photo Competition or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Republic of Kenya. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Photo Competition, shall be governed by, and construed in accordance with, the laws of Kenya, without giving effect to any choice of law or conflict of law rules (whether of Kenya or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Kenya.

#### **15. QUESTIONS**

Questions and inquiries about competition rules can be emailed to [info@karurafriends.org](mailto:info@karurafriends.org).