



Discovery Bay Golf Club Photography Competition

Terms & Conditions and Entry Guideline

Submission Guidelines

- Entry is limited to original works that have not formerly been displayed or exhibited as any visual medium (including advertising, stock photos, and on social networking service accounts, etc.) and for which the entrant holds all applicable rights.
- Works that have won prizes in other contests or that have been submitted to other contests currently underway, including similar works, are not eligible. Even works that are entered in other competitions after submission to this contest will be regarded as having been submitted to other contests currently underway.
- The limit for submitted works is 5 photos, including those forming photo stories. Multiple entries can be submitted if the total number of entries is within this limit.
- Works that are identical or similar to another submitted work ("identical or similar works"*1) as well as works including identical or similar works submitted as separate works are ineligible for submission.

Note: *1. "Identical or similar works" refers to the following works:

- 1) a work produced from identical image data,
- 2) a work produced by cropping or retouching identical image data to alter it, or
- 3) a work produced from similar, though not identical, image data as described in (1) or (2) above (e.g. a frame from the same series of shots, photography conducted at a different date or time yet producing the same result, or a work otherwise deemed to be similar).

- Entries and the persons depicted therein are restricted to works for which the entrant holds the copyright or for which the entrant has received the prior usage permission of the right holder.
- Before submitting a work, the entrant is responsible for taking all steps necessary to protect the right of publicity and other rights of persons depicted in the work, including but not limited to obtaining their permission, to avoid any problems related to the infringement of these rights.
- Entrants are responsible for the resolution of any legal issues arising from their submitted works and agree to pay any costs thereby incurred.
- Entries including content from (1) to (5) below may be disqualified at the organizer's discretion:

- 1) Content that infringes on any laws, or is defamatory or libellous
- 2) Content that constitutes or encourages criminal behaviour, leads to civil liability, or that otherwise violates any laws
- 3) Commercial content that promotes any products or services
- 4) Content in which animals were harmed or manipulated in the making of said content
- 5) Content which infringes on the copyrights, trademarks, contract rights, or any other intellectual property rights of any third person or entity (whether individuals or companies), or violates any person's rights of privacy or publicity, including:
 - trademarks owned by third parties (examples: billboards or signs on a street)
 - materials protected by third-party copyrights
 - names, likenesses, or other characteristics identifying celebrities or other public figures
 - entries containing screen credits

Photo Guidelines

- Image data files created with any device capable of taking still images, including smartphones and digital still cameras (including medium and large-format digital cameras).

- Images that have been retouched by using camera apps, photo editing apps, other software, etc. will be accepted.
- Both colour and monochrome images will be accepted.
- File size: up to 10 MB of image data per work
- Image data file format: JPEG/150 dpi recommended
- The standard color space for the judging process is RGB.
- Entrants must hold all applicable rights to the final image, including any retouching or other image processing.

Note: Winners might be asked to provide higher resolution images for publication or display purposes related to the contest.

Judging Procedure

- After all entries for the photography competitions have been received, they will undergo the judging, and all winning entries will be posted on the DBGC website www.dbgc.hk (scheduled for the fifth day of August 2021, November 2021, February 2022 and May 2022 respectively according to the season).

Notification of Winners

- After the judging concludes, the winners will be notified via email sent to their registered email addresses by early of August 2021, November 2021, February 2022 and May 2022 respectively according to the category.

Note: Winners are requested to reply the award notification email sent by Discovery Bay Golf Club, and they must accept the terms and conditions. Failure to do so might result in disqualification. Winners might also be contacted by telephone or other means if Discovery Bay Golf Club deems it necessary to confirm any of the information provided, etc.

Please note that failure to respond within 21 days of the date on which the Discovery Bay Golf Club sends the award notification email will result in disqualification, regardless of whether this is due to a server malfunction or any other cause. Entrants should therefore notify the organizer of any changes to their email addresses through the email: info@dbgolfclub.com. The organizer will not accept liability for any disadvantages that arise as a result of inability to receive email.

Disclaimers

- Entrants will not be notified of the receipt of their entries. Please note that the organizer will not respond to inquiries concerning their receipt.
- Entries are only accepted through the email.
- Entrants must bear all costs incurred by entering the contest.
- Entering the contest constitutes agreement to the terms and conditions stated in these Entry Guidelines.
- The organizer reserves the right of final judgment concerning items not expressly stated in these Entry Guidelines. Entrants who do not consent to the organizer's decisions may withdraw from the contest. All costs associated with withdrawal from the contest are to be borne by the entrant.
- Once submitted, entries will not be returned to entrants under any circumstances, even if they are later withdrawn.
- Please note that the organizer may elect to suspend or postpone receipt of any or all entries if in its judgment the contest cannot be run smoothly, securely, or without affecting the fairness of the judging due to circumstances beyond its control, including but not limited to network failure, computer viruses, or unauthorized access to its servers.
- Please note that when a winning work is used for exhibitions and the like stated below, due to circumstances concerning printing or otherwise, the tone or expressed meaning may not be strictly reproduced according to the winner's intent.
- Please note that no response will be given to any inquiries, complaints, or objections regarding the judges' decisions of the contest.
- Prizes may be changed without notice.

Responsibility

- Although entries are handled with the greatest possible care, the organizer will not bear responsibility for accidents, damage, loss, or other problems that occur during data transfer.
- The organizer will not bear responsibility for entrant damages, etc. arising from or related to circumstances beyond its control, including but not limited to network failure, computer viruses, or unauthorized access to its servers.
- The organizer will not bear responsibility for damages or other harm suffered by entrants as a result of their participation in the contest.
- Entrants are required to obtain the prior permission and consent of the persons who are portrayed in their works or who hold the copyright or other intellectual property rights to the works or the items portrayed therein.
- Entrants agree to fully indemnify the organizer and bear all responsibility for any third-party complaints or objections concerning copyright or other intellectual-property-right infringement or damages arising from submitted works.
- The above limitations also apply to the responsibilities borne by the organizer as well as the judges and third parties participating in the contest in cooperation with the organizer.

Entrants' Rights

- Although entrants retain the copyright and other equivalent rights to their entries, the organizer retains the entry rights listed below under "Organizer's Rights".

Organizer's Rights

- The organizer reserves the right to publish entries with the credit titles to its official social networking service accounts throughout the submission period to publicize the contest. Such publication does not guarantee an award of any kind.
- The organizer reserves the right to publish all entries with the credit titles onto websites related to the contest and official social networking service accounts after the first round of judging. Some entries might be cropped for publication.
- With the objective of publicizing the contest and enriching the general image-making culture, the organizer reserves in perpetuity the non-exclusive right to publish, reproduce, make public, publicly transmit, display, print, distribute, adapt, and screen winning entries with the credit titles on websites and official social networking service accounts as well as in exhibitions, and the corresponding facilities managed without further compensation to or the additional prior consent of the winners.
- The organizer, etc. will display the names of the winners and the titles of the winning entries on contest-related websites and official social networking service accounts, at exhibitions, and in other locations where the works are shown. Entrants are requested to familiarize themselves with the "Privacy Notice".
- Regardless of the above, in cases where the organizer, etc. employs winning entries in whole or in part in images with image effects added, such as computer graphics or collages with winning entries used in whole or in part, videos, or in any other manner in which it is difficult to give credit, on media such as websites managed by the organizer, etc., official social networking service accounts, or posters, tickets, and pamphlets promoting exhibitions and other club events, the organizer may not give credit.
- The winners agree not to exercise moral rights concerning the use of winning entries by the organizer, etc.
- For objectives other than those stated above, upon agreement with the entrant or winner, the organizer reserves in perpetuity the non-exclusive right to publish, reproduce, make public, publicly transmit, display, print, distribute, adapt, and screen entries or winning entries with labels indicating them as entries or winning entries of the contest and the credit titles, without further compensation.
- Entries that in the judgment of the organizer do not conform to these Entry Guidelines will be disqualified. Entrants will not be notified in this event.
- If a winner is found to be disqualified after a prize is awarded, the award might be revoked and the entrant requested to return the prize.
- The Discovery Bay Golf Club reserves the right of all final decisions.