

# Competition Rules

*'COVID-19: The Bigger Picture' Competition Rules 2020*

## **Introduction**

The Thomson Reuters Foundation is the corporate foundation of Thomson Reuters, the global news and information services company. As an independent charity, registered in the UK and the USA, it works to advance media freedom, foster more inclusive economies, and promote human rights. Through news, media development, free legal assistance and convening initiatives, the Thomson Reuters Foundation combines its unique media and legal services to drive systemic change. Learn more at: <https://www.trust.org/>

Omidyar Network (hereinafter "Omidyar") is a global network of innovators, entrepreneurs, technologists, advocates, investors, activists, and organisations committed to addressing the most critical economic, technological, and societal issues of our time. Learn more at: <http://www.omidyar.com>

The Thomson Reuters Foundation is partnering with Omidyar Network to shed light on the stories of ordinary people living in extraordinary times, and in doing so, bring into sharp focus the human impact of COVID-19. In addition to commissioning five professional photo essays, the two organisations are launching a photo competition which invites ordinary people to submit their photographic images capturing the true human impact of the pandemic, wherever and in whatever form that might be.

For the purpose of these Competition Rules, 'You' or the 'Entrant' refers to you as the person or people entering the Award. 'We' or the 'Organisers' refers to the Thomson Reuters Foundation and Omidyar.

## **The main objectives of the Award are:**

- Encouraging awareness of the human impact of COVID-19 by leveraging and scaling the crucially informative role of citizens reporting on these issues;
- Shedding light on the many underreported dynamics relating to COVID-19; and
- Motivating citizen journalists and photography enthusiasts to report on the human impact of COVID-19.

## **The Award**

Awards will be given for the three best photographs. The winning entries will be those that, in the opinion of the competition judges best visually capture the human impact of COVID-19 in its myriad forms.

All text accompanying entries must be submitted in English (for non-English entries a translation in English must be provided).

## **Award Prizes**

- All the recipients of the Award (the “Winners”) will receive an Award certificate.
- Winners will be granted attendance to an online photojournalism masterclass run by the Thomson Reuters Foundation. This masterclass will allow the Winners to enhance their skills as well as identify how to best capture images to tell stories.
- Each Winner will also each be offered the unique opportunity to work alongside the Thomson Reuters Foundation’s news team on a piece of photojournalism content selected by the Thomson Reuters Foundation that will be shared via the Reuters wire, a global distribution news network.

The prizes for the Winners are as described above, on the Organisers’ websites (<http://omidyar.com> ; <http://www.trust.org>) and/or on <http://covid19-biggerpicture.trust.org/> (“Award Website”). No transfer, refund, cash redemption, substitution, cash equivalent or replacement of any prize by any Winner is permitted, except that the Organisers reserve

the right, in their sole discretion, to substitute a prize of equal or greater value (or cash equivalent). In the event the approximate retail value of a prize is different from the actual retail value of that prize, the difference will not be awarded in cash. Applicable taxes are the sole responsibility of the Winner. Any portion of the prize not accepted or unclaimed and/or unused by any Winner will be forfeited and will not be substituted. In no event will more than the stated number of prizes be awarded.

## **How to enter**

The official entry period (the "Application Period") is from 12<sup>th</sup> August 2020 to 28<sup>th</sup> October 2020 (the "Entry Period").

To enter the Award during the Entry Period, visit the Award Website and follow the entry instructions which will require, among other things, that the Entrant create and submit via electronic transmission a published or unpublished original photograph taken by them (the "Photograph") as specifically described above and/or on the Award Website.

The Photograph must be accompanied by:

- a description of the Photograph giving context and background;
- biographical information about the Entrant (name, location, and confirmation of the fact that they are 18 or above); and
- a clear headshot of the Entrant,

all of which may be used and/or reproduced by the Organisers in any electronic or physical media or material pertaining to the competition should the Entrant be successful enough to be shortlisted for, or win, an Award. Any entry which does not include the above items may be deemed invalid and not be considered.

By entering and submitting a Photograph, the Entrant agrees that they have read and consent to be bound by these Competition Rules as well as the privacy policy available on the Award Website at <http://covid19-biggerpicture.trust.org/docs/privacy-policy.pdf> ( the "Privacy Policy").

The Organisers or their designated representatives reserve the right to disqualify and remove any Photograph that does not conform to these Competition Rules and the Privacy Policy as determined by Organisers in

their sole discretion. The Organisers will not notify the Entrant whether a Photograph has been disqualified and removed.

## **Eligibility**

The Award is open to all people with an interest in photography, may the extent of their interest be professional, amateur, journalistic, a hobby, opportunistic or even accidental. All entries should focus on the theme of the human impact of COVID-19.

The Award is open only to those who are at least 18 years of age on the last date for entry. Proof of age may be required.

Photographs submitted may be published or unpublished. All Photographs must be original (meaning not using third party copyright materials) but can be pre-existing or created especially for this Award.

Entrants must be available to attend the online masterclass, which will be taught in English. This is provisionally scheduled for January 2021, but reasonable notice of the final dates will be provided to the winning Entrants.

Members of staff working at the same organisation as any of the competition judges or at the Omidyar Network, the Omidyar Group, the Thomson Reuters Foundation or Thomson Reuters, as well as the immediate family and household members of such individuals, are not eligible to enter or win.

"Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not.

Entries submitted by freelancers who work with the Omidyar Network, the Omidyar Group, the Thomson Reuters Foundation or Thomson Reuters are eligible.

## Entry Requirements

All participants must submit their entry online via the Award Website. Entrants may only submit 1 (one) Photograph comprising a single image. A collage or photography series will not be accepted. Entries by the same person in excess of the limits stated herein will be disqualified. In order to enter the Award or receive the prize, the Entrant must fully comply with these Competition Rules and Privacy Policy and, by entering the Award, the Entrant represents and warrants that they agree to be bound by these Competition Rules and Privacy Policies, and the decisions of the designated judges, whose decisions shall be binding and final in all respects relating to this Award.

Each Photograph must also comply with the following requirements:

(a) The Photograph must be Entrant's own original work, created solely by Entrant; must not have won any award; and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity. Eligibility will be determined case by case.

(b) Entries for each Photograph must include a description of 100-250 words to give context. This description must include details of the device the entry was captured on.

(c) Photographs may not be digitally altered significantly beyond standard optimisation, as in cropping, reasonable adjustments to exposure, colour and contrast. There should be no additions or deletions to original pictures and they should not mislead the viewer by manipulation of the tonal and colour balance to disguise elements of an image or to change the context.

(d) The Photograph must not actively promote or advertise a particular product, brand or organisation or contain or reference any products, brands or organisations, except where such references are made for the purpose of raising awareness on the human impact of COVID-19.

(e) If any persons or third party property (including real property) appear or are referred to in the Photograph, the Entrant is solely responsible for obtaining, prior to submitting the Photograph, any and all releases and consents necessary to permit the publication, exhibition and use of the Photograph by the Organisers. If any person appearing in any Photograph is under the age of majority in their jurisdiction of residence, the signature of a parent or legal guardian is required on each release.

(f) Any Photograph that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libellous, or any Photograph that otherwise contains inappropriate content or objectionable material may not be submitted and may be removed at any time in the Organisers' sole and unfettered discretion.

(g) The Photograph must not contain any personally identifiable information of any person other than the Entrant. Should the Entrant include personally identifiable information about the Entrant in the Photograph, that Entrant acknowledges and agrees that such information will be disclosed publicly and the Entrant is solely responsible for any consequences thereof.

(h) The Entrant may not be (nor may the Entrant work with parties in conjunction with the Photograph who are): i) represented under contract (e.g., by a talent agent or manager) that would limit or impair the Organisers' ability to display the Entrant's Photograph in any media form; ii) subject to an acting, modelling or other contract that would make the Entrant's/their appearance in the Photograph or participation in the competition a violation of any third-party rights; or iii) under any other contractual relationship, including but not limited to guild and/or union memberships, that may prevent the Organisers from being able to use the Photograph worldwide in all media in perpetuity on a royalty-free basis, without any payment or fee obligations. The Organisers reserve the right in their sole and unfettered discretion to disqualify any Photograph that it believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Competition Rules and the Privacy Policy. The decisions of Organisers on this and all matters pertaining to the Award shall be final and binding.

**ALL ENTRIES MUST BE SUBMITTED THROUGH THE AWARD WEBSITE BY 28<sup>th</sup> October 2020 – 11:59 PM (London time).**

Entries submitted will be deemed to have been submitted by the authorised account holder of the email address submitted at the time of entry. "Authorised account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or organisation (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Upon receipt, all submissions shall be licensed to the Organisers as set forth below and will not be acknowledged or returned.

## **Legal Statement**

Each Entrant must declare and guarantee that the Photograph and accompanying description are original and have been conceived and developed legitimately, through text, data, images and information collected and used in compliance with all applicable laws and regulations.

## **Ethical Issues**

The Thomson Reuters Foundation is dedicated to upholding the Thomson Reuters Trust Principles the Thomson Reuters Code of Business Conduct and Ethics as they relate to integrity and freedom from bias in the gathering and dissemination of information and news. These are available on <http://thomsonreuters.com/en/about-us/trust-principles.html> and <https://ir.thomsonreuters.com/static-files/f4169de5-ee8c-4c28-9971-75b0baf97365>. The Organisers reserve the right to disqualify any works that do not adhere to the Thomson Reuters Trust Principles or the Thomson Reuters Code of Business Conduct and Ethics.

## **Integrity**

Cases of misconduct such as fabrication, falsification, plagiarism or misrepresentation of data or images will be considered as breaches of fundamental ethical principles and may result in the rejection of submissions and revocation of the Award.

## **Deadline**

The official entry period is from 12<sup>th</sup> August 2020 (09:00 am London time) to 28<sup>th</sup> October 2020, (11:59 pm London time).

The submission requires application on the Award Website. Completed applications must be submitted through the Award Website by 28<sup>th</sup> October 2020, (11:59 pm London time).

A confirmation e-mail will be sent out to the Entrants upon submission of their entry.

## Judges

The judging panel will be made up of international experts in photography and inclusive economies and will include representatives from the Thomson Reuters Foundation and Omidyar.

## Timeline

**Stage one: Application Period.** The application period is from 12<sup>th</sup> August 2020 to 28<sup>th</sup> October 2020. Following the deadline for applications, the Thomson Reuters Foundation will compile all the Award submissions ensuring that all submissions comply with the eligibility criteria. The submissions that do not comply with these criteria will be disqualified. All eligible submissions will be shared with Omidyar (after removing any personal data to comply with data protection laws).

**Stage two: Shortlisting.** All eligible submissions will be sent to a panel of award-winning in-house multimedia producers at the Thomson Reuters Foundation for assessment. Each of the submissions will be judged following the evaluation criteria mentioned below. These in-house multimedia producers will select a list of shortlisted candidates ("Finalists"). The names of the Finalists together with their submissions, headshot photographs and bios will be sent to the panel of judges and will also be publicly available on the Award Website, amended or abridged as the Organisers may see fit.

**Stage three: Judging.** The shortlisted entries will be assessed by the panel of judges in accordance with the evaluation criteria. The panel of judges will confer and vote to decide on the three Winners. The Winners will be publicly announced during the week commencing 14<sup>th</sup> December 2020 ("Announcement Date"). The Winners will be informed of their success by email and/or phone either on or prior to the Announcement Date. If Winners are informed prior to the Announcement Date, they will be bound to keep the information confidential until after the announcement has been made.

The Winners selected by the judging panel will be proclaimed winners of the COVID-19: The Bigger Picture Award 2020 at the sole discretion of the judging panel.

## **Evaluation Criteria**

The Winners will be selected by the panel of judges from among the Finalists on the basis of the following criteria, each of which will be given equal weight:

*(i) Coherence and relevance to the issues: raising awareness of the human impact of COVID-19 anywhere in the world and helping to document its grave and far-reaching repercussions on the lives and livelihoods of millions of people.*

*(ii) Depth and quality of the photography, including:*

*- Impartiality: adherence to the Reuters standards of journalism.*

*- Relatability: potential to impact a mass audience.*

*- Accuracy: actual, balanced photography.*

*(iii) Originality and creativity: originality of subject and angle. The entry makes a creative use of the medium of photography.*

Odds of winning depend on the nature, quality and number of eligible entries received. Decisions of judges are final and cannot be appealed. In the event of a tie, the judging panel will hold a final vote on the Photographs involved in the tie to select the Winner.

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A purchase or payment will not improve your chances of winning. The Award is governed by these Competition Rules and is subject to all applicable English law. Void where prohibited.

Submissions will be disqualified if they exhibit one or more of the following:

- Lack of adherence to submission requirements
- Lack of adherence to ethics of journalism
- Late, incomplete and/or fraudulent entries
- Poor quality in photography
- Plagiarism
- Over manipulation of a photography submission

Judges have the right to disqualify entries that do not conform to the contest guidelines or that do not meet the deadlines.

## **Winner Notification and Announcement**

The Winners will be publicly announced by the Organisers via the Award Website on a date following the week commencing 14<sup>th</sup> December 2020 ("Announcement Date"). The Winners will be informed of their success by email and/or phone prior to the Announcement Date. Winners informed prior to the Announcement Date will be bound to keep the information confidential until after the announcement has been made.

The Organisers shall have no liability for any Winner notification that is lost, intercepted or not received by the Winner for any reason.

At the Organisers' sole discretion, Winners may be disqualified and required to forfeit the prize, and alternate winners may be selected in accordance with these Competition Rules from among the remaining eligible Entrants if the selected Winner(s): (i) cannot be reached for whatever reason after a reasonable effort has been exerted based on the information provided by the potential Winner or winner notification is returned as undeliverable; (ii) declines or cannot accept, receive or use the prize for any reason; (iii) is found to be ineligible to enter the Award or receive the prize; or (iv) cannot or does not comply with these Competition Rules or the Privacy Policy.

Organisers are not obligated to leave voice mail, answering machine, or other message.

### **Publicity Release and Use of Personal Information**

By accepting a prize, all Winners agree and acknowledge that the Organisers and any of their designees or licensees may, without any limitation or further compensation, use his/her name, voice, biographical data, likeness, picture, entry materials, photograph, winning Photograph (in whole or in part), city name and audio and/or video recording of him/her in any and all media now known or hereinafter devised, throughout the universe and in perpetuity, for the purpose of advertising and promoting the Award or for any other promotional purpose, except where prohibited by law.

All Winners agree, without limitation and for no further compensation, for a period of 3 months following the Announcement Date, on reasonable notice and on a remote basis (unless the Organisers wish to travel to a Winner's location), to take part in post-competition publicity as required by the Organisers, which might include, without limitation, making himself

available to the Organisers (or their designees or licensees) for interviews in relation to the Award.

By participating in the Award, Entrants consent to the processing of their personal information collected by the Organisers, exclusively for purposes connected to administration of the Award and awarding the prize and as set forth in the Privacy Policy.

## **Grant of Rights**

You always own the copyright in your Photograph. When You submit a Photograph to us as an entry, You grant the Organisers a licence to use your Photograph. The Organisers never own the copyright in your Photograph.

By entering the competition, You grant the Organisers (including their subsidiaries, divisions, affiliates, designees, sponsors, supporters, assignees, licensees and contractors ("Affiliates")) a perpetual, royalty-free, non-exclusive, irrevocable licence to use, edit, post, store, copy, transmit, publicly display, reproduce, enlarge, publish or exhibit, on any media, in whole or in part, the Photograph in relation to the Award or for any other reasonable purpose. Uses may include, but are not limited to: inclusion on the Award Website and/or on the websites of Omidyar, Thomson Reuters Foundation or Thomson Reuters or their Affiliates; on social media used by the Organisers and/or their Affiliates; in releases to be distributed to national, regional & specialist press and other media giving information about or promoting the competition; inclusion in a book or other compilation of winning and commended Photographs; in a display at exhibitions; display on a web browser for judging purposes.

Entrants agree that the Organisers shall be entitled to assign, sub-license or deal in any other matter with any or all of its rights in relation to Photographs as regards third parties or otherwise as the Organisers may see fit.

You hereby waive in favour of the Organisers, their Affiliates and successors in title all moral rights in the Photograph to which you may be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world to the extent necessary for the Organisers to exploit their rights under these Competition Rules.

The Organisers will endeavour to ensure that name credits are given to Entrants for any Photograph published in any medium. However failure by the Organisers or any third party to accord such credit shall not give rise to any liability to any person.

Upon the Organisers' request, Winners agree to sign any and all legal forms and/or documents that the Organisers may deem necessary to complete, implement, effect or perfect the license or grant of rights, title and interest in and to the Photograph to the Organisers as envisaged under these Competition Rules.

## **Restrictions**

Notwithstanding Entrants' retention of copyright in a Photograph:

(i) Entrants shall not exercise their rights in relation to a Photograph in any way that is, or renders it, obscene, offensive or defamatory or which associates it with an immoral, obscene, offensive or defamatory matter or which damages or is likely to cause damage to the reputation of the Organisers or the Award by virtue of the association between the Entrant and the Organisers as a result of the Photograph being submitted for, or winning, an Award; and

(ii) During the period of the competition and for a period of 12 months following the Announcement Date, Entrants shall not monetise Photographs nor grant any rights or licence over Photographs for any commercial or monetary use including, without limitation, within a library of commercially available images.

## **Representations, Warranties and Indemnification**

By entering this Award, Entrants represent and warrant as follows: (i) the Entrant is the sole author of his entry, (ii) the Photograph is the Entrant's own original work, (iii) the Entrant owns the copyright and all other intellectual property rights in the Photograph, (iv) the Photograph, as of the date of submission, is not the subject of any actual or threatened litigation or claim, (v) they have not licensed or disposed of any rights in the Photograph that would conflict with uses to be made by the Organisers, (vi) the Photograph does not and will not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary

rights of any person or entity, (vii) the Photograph does not and will not violate any applicable laws (viii) the Entrant has the permission of anyone pictured in the Photograph (or where the image shows any person under the age of 18, the consent of their parent or guardian) for the usage rights required by the Organisers; and (xi) they have received any necessary permissions from the owner(s) of objects including buildings included in submitted Photographs for the usage rights required by the Organisers.

Each Entrant hereby agrees to indemnify and hold the Organisers and their subsidiaries, affiliates, divisions, licensees, assigns, employees, officers and directors harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of the Entrant hereunder.

### **No Tampering and Right To Cancel and Modify**

The Organisers and their subsidiaries, affiliates, divisions, successors, assigns, designees, clients, licensees, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to Entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate these Competition Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) Entrants who have committed fraud or deception in entering or participating in the Award or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the Winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond the Organisers' reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in the Award or any promotion or prize related activities.

The Organisers reserve the right, in their sole discretion, to disqualify any individual they find to be: (a) tampering with the entry process or the operation of the Award, or with any website promoting the Award; (b)

acting in violation of these Competition Rules; or (c) entering or attempting to enter the Award multiple times through the use of multiple e-mail addresses or the use of any robotic or automated devices to submit entries. If the Organisers determine, in their sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Award, the Organisers reserve the right to void the entries at issue, and/or terminate the relevant portion of the Award promotion, including the entire Award promotion, and/or modify the Award and/or award the prize based upon the criteria set forth in these Competition Rules from all eligible entries received as of the termination date.

### **Release of Liability and Disclaimer of Warranty**

By participating in the Award, Entrants and Winners agree to release and hold harmless the Organisers and their subsidiaries, affiliates, divisions, successors, assigns, designees, employees, officers and directors (the "Released Parties") from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, which may occur in connection with preparation for, or participation in, the Award, or possession, acceptance and/or use or misuse of the prize or participation in any Award-related or prize-related activity and for any claims or causes of action based on publicity rights, copyright, trademark, defamation or invasion of privacy and merchandise delivery.

The Released Parties assume no responsibility for any injury or damage to the Entrants or to any other person's computer, regardless of how caused, relating to or resulting from entering or downloading materials or software in connection with this Award.

The Entrants and Winners acknowledge that the Organisers have neither made nor are in any manner responsible or liable for any warranty, representations or guarantees, express or implied, in fact or in law, relative to any prize or any component thereof, including, but not limited to, express warranties provided by the supplier of the prize (or any component thereof) or their affiliates.

### **Exclusive Jurisdiction Clause**

Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these

Competition Rules, or the rights and obligations of the Entrant or the Organisers in connection with the Award, shall be governed by, and construed in accordance with, the laws of the England and Wales, and any dispute relating to the Awards (including these Competition Rules) shall be brought under the exclusive jurisdiction of England.

## **Organisers**

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Omidyar Network, 1991 Broadway St, Suite 200, Redwood City, CA  
94063, USA