

A SUGGESTED MODEL FOR TERMS & CONDITIONS OF ENTRY

(Name of Event)

1. ORIGINALITY:

The entrant must be the original creator of the work entered. Entrants may use another agency in the realisation of the work. (For example, photographs processed by a professional laboratory are acceptable whereas photographs taken by another person are not.)

[more detail...](#)

People have been known to enter someone else's work into competitions or claim sole authorship of a collaborative work.

2. COPYRIGHT:

Entrants must be the legal copyright owner of the work entered, and, where applicable, have permission from the licensor to enter the material.

Copyright in the work remains with the copyright holder and approval for entry and use in the competition or event is the responsibility of the entrant.

[more detail...](#)

Unless there is an agreement to the contrary, the first owner of copyright in the material (usually the creator) retains those rights. However, the terms and conditions of entry may require the entrant to grant rights for certain uses of a winning entry. In New Zealand if an employee creates a work in the course of employment, the employer is the owner of the copyright, unless there is an agreement to the contrary. Since the competition organisers do not commission the works, they are not the owners of copyright in the works.

Generally, in deciding what rights to seek from entrants, a competition organiser needs to identify both why the competition is being run, and what are reasonable and legitimate expectations from entrants.

Excessive demands for rights (especially relating to all entries rather than only the winning entries) may deter some people from entering.

Acquisition of actual works or copyright through competitions and exhibitions without payment of normal commercial licence fees is widely considered a "rights grab".

Such use is unethical and can expose all parties to litigation. Furthermore, this practice undermines market values in the arts and is detrimental to organisers' corporate profile.

It also deters those who value their own work from entering an event, thus often depriving the event of work that is truly among the best. Free publication of images limits entry in further events, inhibits the owner's ability to sell usage rights or publish it themselves.

We would generally advise an artist or other creator not to enter a competition if a condition of entry was to forfeit or assign copyright to other parties. Unless such a condition applies to

only winning entries and the value of return exceeds future benefits such as sales or royalties, such a condition places entrants at a severe disadvantage.

Even where exclusive use of the winning entry is required (e.g. a logo design competition for a business), it is reasonable for the creator to retain copyright for use in his or her portfolio, website and self-promotion

Where the competition is acquisitive, (that is, the organisers claim ownership of winning entries), the prize value should exceed or at least match the value of the acquisition.

However, ownership of the artwork or entry does not mean ownership of copyright in that work, unless agreed to the contrary.

3. REPRODUCTION RIGHTS:

Organisers will only reproduce prize-winning entries in newspapers, magazines, television and internet contexts that specifically advertise, promote, acknowledge or celebrate the event, for a period of two years from closing date for entries.

Any other use will be negotiated with the copyright holder and agreed in writing.

[more detail...](#)

Event-related - It is important to stipulate that works/images will only be used in relation to the event. It is also reasonable to establish a time limit on usage in the contexts allowed. Catalogues should be regarded as an events- related publications and may be sold to recover costs without a license fee to the entrant. Most entrants will welcome a catalogue as portfolio "evidence" that their work was included in an event.

All reasonable care must always be taken to protect entrants' works from unauthorised use. Organisers should use only low-resolution files in electronic media and protect entrants work with watermarks and/or copyright notices.

Use of entries for reproduction outside the context of the event can usually be negotiated at reasonable market rates, resulting in a win/win outcome for all involved.

Book publication/Merchandise - Reproduction of entries in books or other formats such as calendars, cards, carry-bags, postcards, gift items, DVD etc. should be negotiated separately with each entrant. Such reproduction is usually for merchandising purposes beyond the embrace of event-related promotion and prior permission must be granted.

If organisers intend from the outset to publish a book, adding an explanatory phrase to the conditions of entry may facilitate the process, such as:

"Publication of a book is proposed using selected competition/exhibition entries. Entrants will be contacted in advance for permission, and to negotiate a reasonable commercial licence fee for such use."

4. **MORAL RIGHTS PROTECTION:**

The organisers acknowledge the moral rights provisions of the Copyright Act 1994, including the right to be identified as the author of the work and the right to object to derogatory treatment of the work. To preserve the artistic integrity of the entry, no work will be intentionally edited, altered, demeaned or misrepresented in any way. However, uncollected/non-returned work may be disposed of (See section 7). The authorship of the entrant will be clearly acknowledged in each case of use.

[more detail...](#)

Organisers obligations under Moral rights

Organisers must respect the entrants' moral rights, whether or not they undertake to do so in the terms and conditions of entry. This includes how entries are displayed, used beyond the event, reproduced for promotion and credited to the entrant. Moral Rights are protected under Part 4 of the Copyright Act 1994.

Creators can consent to use that might normally risk infringement of moral rights but consent must be in writing to offer protection from infringement under the Copyright Act.

Alterations

Altering, manipulation or publishing just part of a work is a breach of the artist's moral rights. It can alter its meaning and could lead to potential damage to both the reputation of the creator and subjects.

Should manipulation be required in order to use the work in an agreed context, the entrant must be consulted prior to doing so and agreement **confirmed** in writing.

Acknowledgement

The right to have the author's name printed/announced alongside a work whenever reproduced, displayed or used, is a fundamental moral right protected by section 94 Copyright Act 1994.

5. **MODEL & PROPERTY RELEASES**

It is the entrant's responsibility to obtain appropriate written permission from people or owners of property that are identifiable in their work.

The entrant must produce evidence of that consent, to the organisers, if requested.

[more detail and links to forms...](#)

Model Releases

Broadly speaking model releases are required from people who are readily identifiable and make up a significant component in an image or work that appears in the public domain and may be used for commercial gain. However, a model release does not negate general laws protecting individuals' rights.

We suggest, for your own protection, you link to the following site for more detail.

[standard model release form](#)

[short \(quick\) version of model/property release form](#)

These forms may be used by all photographers, including AIPA non-members. Please do not alter the wording as they have been carefully written by Clendons in consultation with the AIPA / NZIPP and the industry at large

Property Releases

Property release permission is required when a privately owned property or building or trademark is readily identifiable, makes up a significant component in an image or work that appears in the public domain and may be used for commercial gain.

However, for your own protection we recommend you link to the following site for more detailed guidelines.

[standard property release form](#)

[short \(quick\) version of model/property release form](#)

These forms may be used by all photographers, including AIPA non-members. Please do not alter the wording as they have been carefully written by Clendons in consultation with the AIPA / NZIPP and the industry at large

6. LIMIT OF LIABILITY

The entrant fully indemnifies the organisers against any claims arising from the display or use of unaltered work as described herein and from the infringement of intellectual property rights of any third party.

[more detail...](#)

Organisers liability for copyright infringements in competition entries

Penalties for copyright infringement can be severe. In the terms and conditions, organisers should generally indemnify themselves from infringements of copyright by the entrant. But organisers cannot escape liability for further infringement of that copyright themselves. For example, displaying an entrants painting that infringed another person's copyright would not be considered the organisers infringement of copyright. But if organisers reproduced that artwork or put it on a website, they then add to that infringement.

This issue is particularly problematic for organisers of film and multimedia competitions, screening and/or copying footage for public screenings.

Organisers of competitions are advised to have all entrants' assure that their entry is entirely their own work or that they have obtained **all** necessary clearances for entries.

Terms and conditions should also address the consequences if an entry breaches copyright, such as entry disqualification and liability for costs incurred as a result.

For example such consequential costs might arise if a copyright owner sues the organisers of a film competition for screening a film based, without permission, on a book; or reproducing a painting entered in an art competition that is a copy of another artist's work.

7. RETURN OF WORK:

All entries must include suitable addressed packaging for the return of work. A courier ticket or postage to cover cost of delivery must be included with the entry form. All entries will be returned within XX days of the close of the competition/close of the exhibition/announcement of the winners.

Alternatively, work may be collected in person on (date) and (time).

No work may be collected without identification and proof of ownership.

Entries not returned or collected will be destroyed after (date).

Organisers undertake not to keep, sell, auction, give away or profit from uncollected work.

more detail...

To avoid having to store work indefinitely, establish a deadline for collection or return of the entries. Entrants value their work and with clear guidelines, returns will run smoothly avoiding storage costs and risk of damage.

Lack of attention to this process suggests a disregard for the time, effort and money involved in creating the entries and will deter entrants.

Ownership of items entered into a competition

Ownership of the physical items entered in the competition is separate from ownership of the copyright: ownership of the physical items is determined under general law.

Terms and Conditions of Entry should clearly indicate what ownership right organisers want to claim if any. Generally this should always be discouraged since the organisers motives, for offering the competition, could be brought into question.

It is common for entries to be returned to entrants, (costs incorporated in the entry fee or additional at entrants' expense) Alternatively, entries are disposed of after a notified date or organisers keep all entries having agreed usage rights with the entrant.

Organisers should be very wary about keeping entries, as they will be liable for protecting the moral rights of the entrants in perpetuity. Disposing, loaning, hiring, selling or profiting from entries is unethical and could lead to litigation. Similarly, organisers may become liable for copyright infringements that may occur.

8. INSURANCE:

All entries will be treated with care, but no responsibility will be accepted in the case of loss or damage. Insurance is the entrant's sole responsibility unless agreed in writing with the organiser

more detail...

It is reasonable to expect entrants to organise their own insurance coverage for work in transit to competitions/exhibitions. Organisers may have insurance for all works once delivered but this should not be assumed.

When the value of entries is predominantly lower than say \$2000 – entries can often be included in an entrant's household or business policy coverage.

Organisers therefore sometimes add a disclaimer to the conditions of entry such as: "All entries will be treated with care, but no responsibility will be accepted in the case of loss or damage".

Such a condition however, does not excuse organisers, handlers or carriers from an obligation to handle entries appropriately and with due care and attention.

9. AGREEMENT:

The signed entry form confirms the entrant's consent to these Terms and Conditions. Entries submitted without a signed entry form will not be accepted.

more detail...

A signature indicates acceptance of conditions outlined. Small boxes beside each condition for entrants to tick confirming they have read the conditions can be helpful. In competitions it is also appropriate to add "No correspondence will be entered into".