



FORMAT23 OPEN CALL TERMS & CONDITIONS

THESE TERMS AND CONDITIONS OF USE CONSTITUTE AN AGREEMENT BETWEEN YOU ("The applicant") AND FORMAT International Photography Festival ("FORMAT" "The Organisers" "we" OR "our").

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

1. ENTRANT IMAGE RELEASE(S) FOR PUBLICITY ONLY

1.1. THIRD PARTY RELEASES

1.1.1. For all submissions: The applicant is responsible for obtaining any and all releases and consents necessary to permit the publication, exhibition and use of the photograph if the photograph contains any material or elements that are not owned by the applicant and/or that are subject to the rights of third parties, and/or if any persons appear in the photograph. By Submitting an application the photographer agrees that they created the Work(s) and/or that they are authorised to use the Work(s) as submitted, co-authors and as relevant original sources should be referenced or credited and that our use of the Work(s) for exhibition and PR will not infringe on third party's copyright or other rights.

1.2. IMAGE RELEASE FOR PUBLICITY

1.2.1. All selected entries may be published by FORMAT International Photography Festival or FORMAT affiliated Sponsors/Funders and Partners (the "Authorised Parties") in magazines or books, on websites, social media platforms and FORMAT newsletters, or in any other medium, at Authorised Parties' discretion. Such use will be restricted to promotion, publicity, news, or informational education or awareness usage in relation to FORMAT International Photography Festival. Photographers will be credited for their works. FORMAT is a non-profit organisation run by QUAD which is a non-profit organisation and a charity.

1.2.2. By participating, all selected applicants grant FORMAT and its Authorised Parties usage of images and acknowledge that any FORMAT and Authorised Party may use the entries and a name credit in any media before, during and after, without restriction in relation to the uses stated above. FORMAT and Authorised Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use. Copyright remains with the artist at all times and wherever possible we will notify the artist about the use of their images in related press, media and other relevant placements.

2. SUBMISSION SITE

2.1. FORMAT and our Open Call partner Picter are not responsible for any problems with or technical malfunction of any telephone, computer online systems, servers or providers, computer equipment, software, failure of any online entry to be received on account of technical problems, human errors of any kind, or any combination.

3. CONDITIONS

3.1. Applicants agree to be bound by these Official Rules;

3.1.1. The decision of the FORMAT selection panel and curators is final.

3.1.2. FORMAT may use selected photographs, artist name and photograph in any publicity or advertising relating to the festival communications without compensation or approval. Copyright remains with the artist at all times and wherever possible we will notify the artist about the use of their images in related press, media and other relevant placements relating to the artist and the festival.

3.1.3. Entries are void if FORMAT determines the entry to not be an original or referenced, or if the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

3.1.4. FORMAT reserve the right to refuse work for exhibition if it does not meet the expected quality of production and presentation for the festival.

3.1.5. In the event that a selected applicant wins any FORMAT related prize then is found ineligible or refuses the prize, the prize will be forfeited, and the Organisers may choose whether to award the prize to another entrant.

4. RIGHT TO CANCEL

4.1. FORMAT reserve the right to cancel scheduled exhibitions or events if the applicant, in any way, is perceived to have brought the festival into disrepute. If for any reason the selected applicant is not capable of exhibiting as planned, they should wherever possible give FORMAT at least 3 months notice prior to the festival launch on 16th March 2023.

4.2. If you have any questions about these terms and conditions, please contact info@formatfestival.com

5. COPYRIGHT

5.1. At no point does FORMAT require artists to sign over the copyright of their work and therefore artists obtain all copyrights to their work at all time. However, by submitting their works the artist agrees that FORMAT and FORMAT affiliated Sponsors/Funders and Partners can use their works in magazines or books, on websites, social media platforms and FORMAT newsletters, or in any other medium, at Authorised Parties' discretion. Artists and photographers will be credited for their works. Please see TERMS AND CONDITIONS for more information.

6. PRIVACY POLICY

6.1. For any information regarding Pictor and FORMAT privacy policies and how they are in compliance with the recent GDPR changes please see the following links:

<https://www.pictor.com/privacy-policy-outline>

<https://www.derbyquad.co.uk/privacy-policy>