

TERMS & CONDITIONS

THESE TERMS AND CONDITIONS OF USE CONSTITUTE AN AGREEMENT BETWEEN YOU (“The applicant”) AND FORMAT International Photography Festival and Derby QUAD Ltd (“FORMAT/QUAD” “The Organisers” “we” OR “our”). READ THIS AGREEMENT IN ITS ENTIRETY BEFORE YOU CONTINUE TO YOUR SUBMISSION OR UPLOAD ANY IMAGES. BY SUBMITTING TO THE FUTURE FOCUS 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. ENTRANT IMAGE RELEASE(S) FOR PUBLICITY ONLY

THIRD PARTY RELEASES

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.

IMAGE RELEASE FOR PUBLICITY

All selected entries may be published by FORMAT/QUAD or FORMAT/QUAD affiliated Sponsors/Funders and Partners (the “Authorised Parties”) in magazines or books, on websites, social media platforms and FORMAT/QUAD 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 FORMA/QUAD. All artists will be credited for their works. FORMAT is a non-profit organisation run by QUAD which is a non-profit organisation and a charity. By participating, all selected applicants grant FORMAT/QUAD and its Authorised Parties usage of images, and acknowledge that any FORMAT/QUAD 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/QUAD 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. FORMAT/QUAD and our Open Call partner Pieter 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.

CONDITIONS

Applicants agree to be bound by these Official Rules; The decision of the FORMAT/QUAD selection panel and curators is final. FORMAT/QUAD 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. Entries are void if FORMAT/QUAD 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. FORMAT/QUAD reserves the right to refuse work for exhibition if it does not meet the expected quality of production and presentation for the exhibition. In the event that a selected applicant wins any prize related to the Future Focus Open Call 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.

RIGHT TO CANCEL

FORMAT/QUAD reserve the right to cancel scheduled exhibitions or events if the applicant, in any way, is perceived to have brought the exhibition or organisations into disrepute. If for any reason the selected applicant is not capable of exhibiting as planned, they should wherever possible give FORMAT/QUAD at least 3 months notice prior to the exhibition launch on Friday 28 January 2022. If you have any questions about these terms and conditions, please contact submission@formatfestival.com

COPYRIGHT

At no point does FORMAT/QUAD require artists to sign over the copyright of their work and therefore artists obtain all copyrights to their work at all times. However, by submitting their works the artist agrees that FORMAT/QUAD and FORMAT/QUAD affiliated Sponsors/Funders and Partners can use their works in magazines or books, on websites, social media platforms and FORMAT/QUAD 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.

PRIVACY POLICY

For any information regarding Picter and FORMAT/QUAD privacy policies and how they are in compliance with the recent GDPR changes please see the following links: <https://www.picter.com/privacy-policy-outline>

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