



## Face Of Photo 2007: Terms and Conditions

1. Entry to this competition is subject to published costs and available to all interested participants from any area.
2. Prizes must however be collected at the time and date stipulated by Ivok Studio from their premises. Any fees, transport costs, accommodation or any other fees incurred will be borne by the contestant. Neither Ivok Studio nor Talentfinders will be held liable for any fees other than those stipulated as per prize offering.
3. Only one entry will be accepted from each entrant in each category.
4. Entries must be submitted in the formats specified in the entry form. Photographs cannot be returned.
5. Please retain the original digital file/negative etc. for reference; they may be required to prove that your entry is your own work and /or to produce extra prints of photographic entries.
6. All entries into the competition must be suitable for publication on websites and in exhibitions and therefore appropriate for a general audience. Ivok Studio and Talentfinders reserve the right to reject any entry on the grounds of illegality, infringement of any third party rights, the subject matter being offensive or contrary to standards of taste and decency, or on any other ground that it may from time to time consider appropriate. The decision of Ivok Studio/Talentfinders to accept or reject an entry is final and no correspondence will be entered into.
7. If the photographs submitted are of anyone under 18 you must ensure that you obtain the written consent of that child's parent or guardian. Written consent must also be obtained from any individuals aged 18 or over who are identifiable in the photograph. It is your responsibility to ensure that the necessary consent has been obtained. A model release is provided in the entry form for this purpose and must be submitted with your competition entry.
8. Ivok Studio and Talentfinders accept no responsibility for late or lost entries owing to problems with the internet, email, postal service or otherwise. Proof of sending is not proof of receipt.
9. If you wish to enter this competition your entry must be posted to us at: Face Of Photo Competition, PO Box 12070 Centurion 0046, delivered to Ivok Studio Head Office - 207 Surrey Ave, Ferndale, South Africa, 2194. Faxed entries may be sent to +27(11) 781 8408. E-mail entries and photographs may be sent to [competition@ivok.co.za](mailto:competition@ivok.co.za) (it is important that your entry contains signatures however, scanned copies and digital signatures will be accepted).
10. Your entry must be accompanied by a signed entry form containing your name and contact details together with any signed model release that may be required. The information (excluding photographs and vital statistics) you supply will be used for the purposes of administering this competition, unless we are obliged or permitted by law to disclose it. Ivok Studio reserves the right to hold on file any entry that in its opinion should be accompanied by a signed model release form until such time as this is received, following which the entry will be entered into the competition. A submission by email (not containing signatures) will be held on file pending receipt of a hard copy of the entry, a signed copy of the entry form and any signed model release forms that may be required, upon which the entry will be entered into the competition.
11. Entrants under 18 must obtain written permission on the separate permission form from a parent or guardian before submitting their entry and Ivok Studio/Talentfinders reserve the right to seek direct confirmation, oral or written, from the parent or guardian concerned.
12. Closing date is no later than 17.00 on Wednesday 31 January 2007. Entries received after this date will not be considered.
13. Ivok Studio/Talentfinders may at their discretion include a selection of entries on the Ivok Studio and affiliate websites ([www.ivok.co.za](http://www.ivok.co.za)).
14. By submitting your entry to Ivok Studio/Talentfinders for this competition you:

a. Declare that the entry is your own (unless a legal guardian/parent of entrant), and that you own copyright in the photograph or in images used in the photo.

b. Declare that you have obtained written consent to use the visual image of any identifiable individual in any photograph submitted by you for entry into the competition and for any other use contemplated by these terms and conditions.

c. Declare that you are not violating, plagiarising or infringing the rights of third parties (which include but are not limited to copyright, trade mark, privacy, publicity, personal or proprietary rights) and you agree that Ivok Studio/Talentfinders shall not be responsible for the infringement of any third party rights in the entry, moral or otherwise, that may arise as a result of your actions or omission.

d. Agree to indemnify Ivok Studio/Talentfinders against all legal fees, claims, damages and other expenses that may be incurred by you as a result of your breach of any of the terms and conditions. In the case of your entry not meeting the requirements stipulated in point 6 above your entry fee shall be forfeited to defray administration fees.

15. By submitting an entry to this competition you hereby grant your permission (licence), and agree that you will not withdraw your permission, to Ivok Studio/Talentfinders to use and to licence others to use and produce electronic and other copies of the entry for the purposes, in relation to the competition of publishing the entry on websites (as stated in clause 13) and in media articles, displaying the entries at exhibitions and advertising/marketing material during and after the competition. Ivok Studio/Talentfinders acknowledge that you will retain ownership of copyright in your entry and that any use of the entry by Ivok Studio/Talentfinders other than as stated above will require your specific consent. For the avoidance of doubt, in entering this competition you agree that Ivok Studio/Talentfinders has the right to edit, crop, and reproduce your work electronically or in print as appropriate in conjunction with the competition. Ivok Studio/Talentfinders reserves the right to display, reproduce and publish in any media any entry, without payment, for the purpose of the Talentfinders Face Of Photo competition and its promotion and publicity as well as to market their photographic and modeling services. Ivok Studio or their partners may contact contestants (at any time) with potential job offers as a result of this and other advertising. The above content may be duplicated to appear on affiliate branded sites at the discretion of Ivok Studio.

16. Results will be announced on Friday 16<sup>th</sup> February 2007, and winners will be contacted by mail or telephone.

17. Winners will be expected to take part in post-competition publicity. Winning entries and names of runners up (and contestants) will be published on the Ivok Studio & Talentfinders website.

18. A panel of judges will select the winning entries. The decision of the judges is final and no correspondence will be entered into.

19. Prizes will be awarded to the winner of each category. Each entrant will be restricted to one prize only. Prizes will be presented on 16<sup>th</sup> February 2007.

20. Travel, accommodation and other expenses related to winning the competition are the responsibility of the entrant.

21. The prize must be taken as stated and cannot be deferred. There will be no cash alternatives. Prizes cannot be exchanged or redeemed for their value. No alternate to the stated prizes are available.

22. If Ivok Studio/Talentfinders are unable to contact any winner after making reasonable efforts to do so or the prize is not claimed within 28 days then that winner's prize will be deemed to have been forfeited and Ivok Studio reserves the right to present the prize to another entrant selected by our judges.

23. Entrants must supply full details as required, and comply with these terms and conditions to be eligible for the prize. Ivok Studio/Talentfinders accepts no responsibility for ineligible entries or entries made fraudulently.

24. Ivok Studio/Talentfinders reserves the right to cancel this competition at any stage if it considers this to be necessary and/or if circumstances arise that are outside of its control.

25. By entering this competition you will be deemed to have accepted the terms and conditions and to have agreed to be bound by them.

26. These terms and conditions are governed by the laws of South Africa.

27. This competition is administered by Ivok Studio and Talentfinders.com.