



PHOTOGRAPHY & VIDEO COMPETITION

Terms & Conditions

1. By entering the competition, you agree to these terms and conditions and comply fully with them.
2. The competition is open to everyone except those directly involved and judging (including their families and relatives).
3. If you are under 18, you must have permission to enter from your parent(s) or guardian(s). By submitting an entry for the competition, your parent/carer/guardian is deemed to have given such consent and to agree to the use of the entry as described in these terms and conditions.
4. The **closing date for submissions is 12th December 2021**. All submissions received after this time will not be eligible. Please note that sending is not proof of receipt.
5. A £10 fee will be charged for administration fees per entrant.
6. Entries should be submitted according to the instructions on the page at the Chelmsford Fringe Festival. Any correspondence must be using the email:
competition@chelmsfordfringefestival.com
7. The Organisers cannot be held responsible for emails that do not arrive due to the entrant's email security settings or restrictions placed by their Internet service provider.
8. Your entry must be submitted digitally via this email, and no other forms of entry will be accepted.
9. By submitting images to the Chelmsford Fringe Festival, each entrant confirms and warrants that:
 - a) they are the sole author of each entry and that it is their original work;
 - b) they own the copyright and any other intellectual property rights of each image;
 - c) they have the permission of anyone pictured in the image (or, where the image shows any persons under 18, the consent of their parent/guardian) for the usage rights required by the Chelmsford Fringe Festival – by using the form '[Photography/Filming – Individual Consent Form](#)' - and will indemnify the Chelmsford Fringe Festival against any claims made by any third parties in respect of any infringement;
 - d) they have not licensed or disposed of any rights in the image that would conflict with uses to be made by the Chelmsford Fringe Festival;
 - e) they have received any necessary permissions from the owner(s) of objects, including buildings (venues) included in submitted images for the usage rights required by the Chelmsford Fringe Festival and will indemnify the Chelmsford Fringe Festival against any claims made by any third parties in respect of such infringement.

10. Photographers' rights

The following describes a general guide to the main legal restrictions on the right to take photographs and publish pictures. It is not a complete or definitive guide on the law. If you are faced with unusual circumstances, specific issues, concerns or difficulties, we suggest you seek legal advice.

10.1 These links give further information:

[Urban 75 Photographers rights - street shooting, people, privacy and children](#)

[Photographers' Rights in the UK](#)

[British Photographic Council \(BPC\)](#)

[The British Press Photographers' Association \(BPPA\)](#)

[Wikipedia: Photography and the Law](#)

[I'm a Photographer not a Terrorist](#)

[Police National Legal Database advice page](#)

10.2 **UK Law**

On the whole, UK law doesn't prevent photography in public places. The UK has relatively liberal laws regarding photography compared with many countries. Although there are some exceptions, the key principle is that you can photograph people and buildings without needing permission, providing you are in a public place.

As long as you're not causing any harassment, you're allowed to photograph other people if they are in a public place. **Public vs Private**

Many of the incidents in which photographers come into difficulty are that many places you instinctively think are public are privately controlled; this includes some shopping centres, car parks, some parks and play areas (depending on the attitude of the landowner) and various private structures, for example, Millennium Wheel on the South Bank in London. There is a trend for public places to become private, particularly in town centres developed with new shopping centres.

10.3 **In a public place**

Taking photos in a public place is not illegal. The only time an offence is committed is if the photographs being taken are considered to be indecent. There is no law stating that you can't take photographs in public; this includes taking photos that include other people's children or taking photos of children directly. An offence will, however, have been committed if the photographs taken are indecent.

"Public Place" is not defined in legislation. A public place is usually where the public is allowed to have access freely and without payment or permission; this includes any public highway or footpath. The inside of a car is also considered a public place unless it is parked on private property.

You may take photographs of people or objects (including buildings) whilst in a public place. With a few exceptions, the property owners cannot prevent you from doing so, and people cannot generally object to having their photographs taken.



In the UK, you do not have to get permission from people you photograph whilst in a public place. Using and selling images of people in a public place is usually acceptable if used for any journalistic or artistic material.

However, if you intend to sell the image commercially or use it for a commercial purpose (for example, to promote a product), getting people to sign a model release form is recommended.

10.4 On Private Property

If the person you're photographing is on private land, they could claim a right to privacy, and if you're on private land, then the owner of the land has the right to restrict photography on their property.

How you choose to use the photos later may well be restricted by whether you have a model release or property release, but this is a different matter.

If you are asked to stop taking photographs on private property, it is advisable to do so. The person asking might not have the legal right to do so, but the actual landowner will likely side with them rather than you. Additionally, you could be accused of trespass.

Property owners or their employees and security staff have no right to confiscate, inspect or damage a photographer's camera or insist that images are deleted.

Railways and tube stations generally allow people to take non-commercial photographs as long as they don't cause an obstruction (more likely to happen if you are using a tripod). However, asking station staff first is probably a good idea.

10.5 Harassment and Invasion of Privacy

It is illegal to harass another person, and taking photographs could amount to harassment; this isn't to say that someone could claim they were being harassed just because they were being photographed when they didn't want to be. Harassment is essentially behaviour that causes another person alarm or distress, and it refers to a course of conduct, not a single incident. (A "course of conduct" means at least two occasions.) If a photographer stalks a subject to get a photograph of them or repeatedly thrusts a camera in someone's face, this might be harassment.

The law is not the same throughout the UK. In England, Wales and Northern Ireland, harassment is a criminal offence, for which the penalty is up to 6 months in prison, or a fine, or both. A victim of harassment can also bring legal action for an injunction against the person harassing them and a claim for damages. Breaching the injunction is also a criminal offence. In Scotland, harassment itself is not a criminal offence, but the victim can ask the court for a "non-harassment order" against the person who is harassing them. Breach of the order is a criminal offence.

10.6 **Invasion of Privacy**

Invasion of privacy is a difficult thing to determine in UK law. The UK has never recognised a general right to privacy, but the European Convention on Human Rights gives everyone the right to respect his private and family life, home, and correspondence.

It is not always easy for a photographer to know whether taking or publishing a photograph might amount to an invasion of privacy.

Taking photographs of a person in a public place would not usually be regarded as an invasion of privacy. The key seems to be whether the site is where a person would have a reasonable expectation of privacy. Using a telephoto lens to take a photo of someone in a private place, in their home, for instance, without their consent, is probably an invasion of privacy even though the picture is taken from a public place.

The lack of any coherent law of privacy in the UK means that photographers are not only free to take photographs of people in public places, but they can use those photos as they wish, including for commercial gain. In some countries, individuals have rights over the commercial use of their images, hence the importance of obtaining a model release to use an image that contains a recognisable person.

UK law does not, at present, recognise this right. But failure to obtain a model release will seriously impair the commercial use of an image because most photo libraries, stock agencies, and the like have an international customer base and will not accept a picture of a recognisable person without a release.

10.7 **Data Protection Act**

There is also a possibility that photographs of people may be subject to the Data Protection Act, which controls the "processing" of "personal data", that is, data relating to an individual from which the individual can be identified. The definitions of these terms are complex, but taking a photograph of a recognisable person would appear to fit within them. The Act contains an exemption (section 32) which applies where you are "processing" personal data for journalistic or artistic purposes; you are doing so with a view to publication; and it would be incompatible with your journalistic or artistic purposes to be required to comply with the Act (for example, it would be incompatible if you had to put down your camera to ask consent of everyone captured in a street scene), much photography will probably be protected by this exception.

11 **Entries**

11.1 Photographs must be a minimum 3MB – maximum 50MB file.

11.2 **Image format guidelines**

Preparing a Digital Image



Never reduce your master file to this size.

Always keep your master the size it came out of your camera and therefore at the highest possible resolution.

Once you are happy with your image, make a copy of it and use that version to produce your final jpg. This is in case you accidentally save the file when it is reduced.

The following instructions are for Photoshop but the principle is the same for all photo editing applications and you can find many tutorials for them online if needed.

1. To re-size your file, go to Image > Image Size.

If your picture is Landscape (wider than it is tall) make the width 1400 pixels.

If the height reads 1050 pixels or less the file is the correct size but if the height reads larger than 1050 pixels, change the height to 1050 pixels which will reduce down the width and your image size will now be correct.

If your image is Portrait (taller than it is wide) simply make the height 1050 pixels. Click OK. The Resolution size doesn't matter with these images.


2. To give your file the correct colour profile, go to Edit > Assign Profile.


Choose sRGB IEC6 1966-2.1 and click OK.


3. To make your jpg, go to File > Save As and choose the Format to be jpg Then Name the file as described above and Save.



4. The JPG Options window will then appear, make sure the quality is 12 (maximum quality) and the Format Options is Baseline. Click OK and it's all done!


CHELMSFORD FRINGE FESTIVAL


Image Size: 3.12M 


Dimensions:  1400 px × 779 px


Fit To:  Custom

 Width: 1400  Pixels

Height: 1050  Pixels

Resolution: 240  Pixels/Inch

☒ Resample:  Preserve Details (enlargement)


Reduce Noise:  0 %


Assign Profile

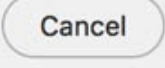
Assign Profile:

☐ Don't Color Manage This Document

☒ Working RGB: sRGB IEC61966-2.1

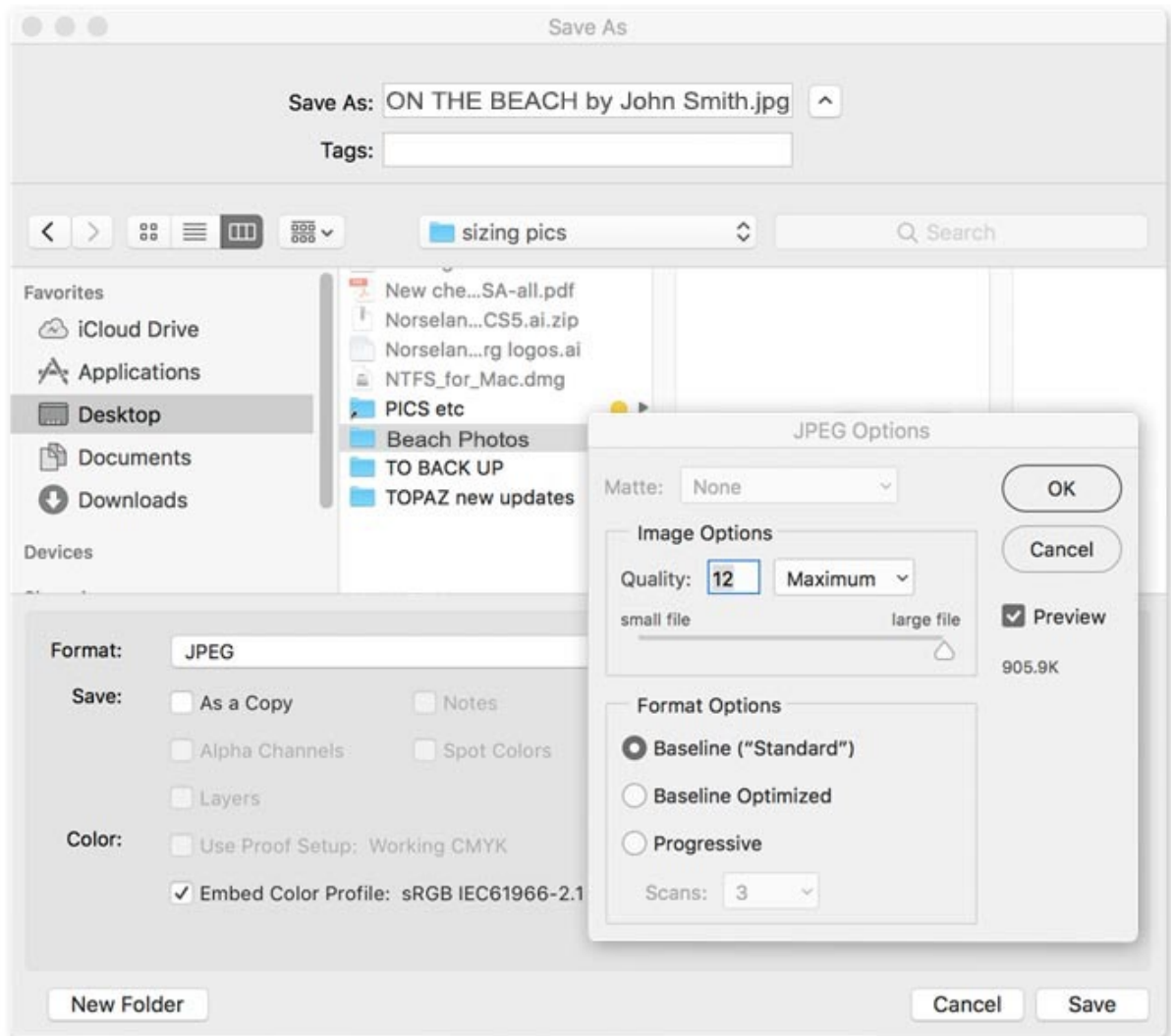
☐ Profile: sRGB IEC61966-2.1 

 OK

 Cancel

☒ Preview

CHELMSFORD FRINGE FESTIVAL



11.3 Video must be 5 minutes maximum duration an in HD

11.4 **Video format guidelines**



Codecs: H.264 / AAC

A codec is the format in which your video should be *encoded*. Different codecs have different features and varying quality. For best results please use **H.264** (sometimes referred to as MP4) for the video codec and **AAC** (short for Advanced Audio Codec) for the audio codec.

Frame rate: 25 FPS

If there is an option that says "current," it is best to just go with that. Otherwise, please go with **25 fps**. If there is an option for **keyframes**, use the same value you used for framerate.

Data rate: 5000 kbits/sec (HD)

This setting controls both the visual quality of the video and how big the file will be. In most video editors, this is done in terms of kilobits per second (kbits/sec or kbps). Use **5000 kbits/sec for high definition** footage.

Resolution: 1280x720 (HD) or 1920x1080 (HD)

If you have the option to control the pixel aspect ratio (not display aspect ratio) make sure it's set to "1:1" or "1.00", also sometimes called "**square pixels**."

Deinterlacing YES

If you have this option, enable

Audio 320 kbps / 44.100 kHz

Choose AAC for the audio codec. Please set **the bit rate to 320 kbps** and the **sample rate to 44.100 kHz** if possible.

Format MP4

Please submit your video as **MP4** if at all possible. However, we can generally accept these formats: .mov, .mpeg4, .avi, .wmv.



- 11.5 There is a maximum of 10 photographs per entrant & 1 video.
- 11.6 An image/video will be rejected if it appears to have been taken in such a way that it may have been in breach of the law, privacy policies or others, or it has been otherwise taken irresponsibly.
- 11.7 The following details must be submitted with each entry:
1. Title of the photography and or video
 2. Short description of photography and or video and methods used in shooting/filming
 3. Name of author and contact details as in the application form
 4. Category: student, amateur, professional
 5. A statement that the material in the video does not violate any copyright or privacy protections

The Chelmsford Fringe Festival reserves the right to remove or refuse any entries from the competition for any reason.

12 Judging

A panel of Judges will select images based upon technical skill, originality and creativity of composition. Judges will assess entries to establish winners and commended photographers/filmmakers and collectively agree on the overall competition winner. Leading personalities of culture will constitute the panel: from the Essex and Chelmsford City Councils, Personalities related to the Film and Documentary programming at the Festival, representatives of the Partners and Marketing representatives of the Festival, including media and printing partners.

Digital adjustments are acceptable; however, any digital enhancement or editing used will be taken into account when judging the entry. Cropping is allowed.

The organisers' decision is final, and no correspondence will be entered into concerning the competition's judging and organisation.

13 Announcement of winners

The judges will choose the winner and commend photographers and filmmakers; all winning images and videos will be displayed online on a virtual gallery. All photos may be shared on the Chelmsford Fringe Festival social media and website.

The overall winners will be announced in January 2022 following the competition call.

14 Usage Rights

By entering the competition, you grant the Chelmsford Fringe Festival a non-exclusive, irrevocable licence to reproduce, enlarge, publish or exhibit, on any media, the images and videos for any purpose to further its aims and objectives. More specifically to use:



- At presentation events, including exhibiting the images and videos in an exhibition; marketing and promotion of the Chelmsford Fringe Festival; and email communications on the Chelmsford Fringe Festival website.
- In the press, to publicise this photography and video competition and promote the Chelmsford Fringe Festival.
- In conjunction with the sponsors, to further promote the Chelmsford Fringe Festival and this competition.

The organisers will make every reasonable effort to ensure that name credits are given to any photograph and film published in any medium.

15 Data Protection

We will keep your details on our secure database to enable us to use your images (see usage rights) send you information about the annual photography competition and other information about the Chelmsford Fringe Festival prize. We value your support and do not pass on information about you to any group or individual outside the Chelmsford Fringe Festival Photography&Video Competition

16 Indemnity and Limitation of Liability

To the maximum extent permitted by law, the Chelmsford Fringe Festival excludes its liability for any loss, damage, injury, cost or expense suffered by you, whether directly or indirectly and howsoever caused, in connection with the competition and use of any prize. Nothing in these terms and conditions shall exclude the Chelmsford Fringe Festival liability for death or personal injury arising from the Chelmsford Fringe Festival own negligence or any other liability that cannot be excluded as a matter of law.

You agree to indemnify the Chelmsford Fringe Festival against any loss, damage, injury, cost or expense suffered by the Chelmsford Fringe Festival as a result of your entry into the competition, including (but not limited to) any claim of infringement of intellectual property rights made by any third party.

17 General

The information given in these Terms & Conditions is correct, but the Chelmsford Fringe Festival reserves the right to change any of it without prior notice. By entering the competition, entrants will be deemed to have agreed to be bound by these Terms & Conditions. Any breach of these Terms by an entrant will void their entry. If a breach has occurred but is discovered after the award of a prize, the organisers may require the return of that prize.

The Chelmsford Fringe Festival Web Privacy Policy applies to the competition and use of the Chelmsford Fringe Festival Competition on the website.

You agree that if you are a winner or commended photographer or filmmaker, you will participate fully with reasonable publicity and use your name and photograph/video in such promotion. You will also agree to be present at the award ceremony for the year you have been awarded.

These Terms and Conditions shall be governed and construed in accordance with English Law and will be subject to the exclusive jurisdiction of the English courts, in particular the Chelmsford Crown Court.