

## BIPP Guide to Photographic Competitions

Photography competitions can provide excellent opportunities for photographers to get their work seen and/or published and can also offer attractive prizes and perhaps further exhibition or publishing opportunities.

The BIPP is very concerned however that an increasing number of competitions, including those that are organised by high profile organisations often with wealthy sponsors, use these competitions in an exploitative way. Of particular concern are those that are nothing more than blatant attempts to obtain free use of images, demanding all rights for future exploitation without any regard or reimbursement for the creators.

Some organisers even try to enforce copyright assignment on entrants and demand waiving all moral rights whilst others expect free use in all media in perpetuity with the ability to alter, resell, sub-licence or use for commercial purposes, all for the 'cost' of running a competition and offering a prize, the value of which is often not very high. Others may simply be very low profile with unknown judges and unquantified benefit.

Photographers should read Terms & Conditions carefully before entering any photographic competition. Where there is any doubt about whether rights are retained or usage is demanded free for an extended period of time or purpose, BIPP would advise against entering.

### The pitfalls

Some example clauses in the Terms & Conditions to watch out for:

*\*By entering the competition, the participants grants to xxxx and related xxxx businesses on a nonexclusive basis all present and future rights, including, without limitation, all copyrights and related proprietary rights. In particular, xxxx shall have the right to publish, duplicate, distribute, or otherwise exploit the images in perpetuity throughout the world in any all media by any and all means, methods, processes or devices now known or hereafter invented.\**

*\*[the entrant] grants a non-exclusive, perpetual, worldwide, royalty-free licence\**

*\*Copyright in all images submitted for this competition remains with the respective entrants. However, in consideration of their providing the Competition, each entrant grants a worldwide, irrevocable, perpetual licence to xxxxxx to feature any or all of the submitted images in any of its publications, on its website and/or in any promotional material\**

These are all real case examples and many other variants exist using similar terminology. Sadly, many photographers, professional and amateur, enter competitions without reading or fully understanding the terms and conditions, sometimes unwittingly giving away the rights to their images for nothing more than the chance to win or to have their image published.

Such conditions are not just unprofessional, unethical and underhand but totally unacceptable and unnecessary. They are exploitative and show a complete lack of respect or understanding for how the photography market works. Many of these organisers or promoters may not even appreciate or understand what it is they are demanding.

BIPP receives complaints or concerns from members about competitions with unfair terms but also receives enquiries from organisations who want to run a competition unsure what they should do or how they should approach it. Some even ask for BIPP endorsement. As some of the concerns raised appear to stem from a lack of understanding, both from those who enter and those who organise these competitions, the following set of guidelines has been compiled:

# BIPP - Photographic Competition Guidelines:

## 1. Transparency

The exact purpose of the competition, who the organisers are and who the beneficiaries are should be made very clear at the outset, to avoid any ambiguity or misunderstanding. All prospective entrants should be made aware and clearly informed of the following:

### i. Prizes

- What prizes are being offered and by whom
- How and when they will be made available (maximum 16 months from start date)

### ii. Purpose

- What is the purpose of the competition i.e. brand/product or event promotion, building a mailing list, to develop an image library etc
- Whether a purchase is necessary to enter

### iii. How and how long for?

- How long will the competition run?
- If the intention is to repeat the competition, over what period and how often
- Where, how and in what media will the competition be publicised?

### iv. How and which images will be used?

- Will all entries be used or just those shortlisted and in what way?
- For what purpose(s) and how will the entries be used and who will use them?
- Over what period of time will (free) use of entries be required?

### v. Criteria

- How have the judges been selected?
- How are the judges qualified?
- By what criteria will the entries be judged i.e. technical ability, personal choice etc

### vi. Identity

- Who is the organiser of the competition and who are the sponsors, partners etc
- Who/which companies will gain usage rights of the entries
- Who are the judges\*

\*if anonymity is required judges should be named when the winners are announced

### vii. Eligibility

- Who is allowed to enter and are professionals included
- Are signed model or property releases required as a condition of entry
- Is the photographer required or expected to hold indemnity insurance

## 2. Rights and copyright

There is no legitimate reason for demanding assignment of copyright or the waiver of moral or other rights. Entrants can grant a licence permitting use of images to promote the competition and to maximise publicity for a given period of time in specific media (online or in print, books or posters etc) and in a given territory (local, regional, national, across the EU, worldwide etc).

Winning or short-listed entries which are archived or used solely for promoting the competition over a long time period may be granted limited rights in perpetuity for those specific purposes only.

For further information on Copyright see [\*The BIPP Guide to Using Images\*](#)

### 3. Use and remuneration

Any extended or additional use should be negotiated, requiring payment of an appropriate fee for an all rights or extended licence, to compensate the creator in full for lost opportunities due to not being able to maximise the use of the image.

Commercial usage should be requested and negotiated independently with the entrant, who has the right to decline if they choose. Sub-licensing for the purposes of additional revenue is regarded as commercial usage.

Entries displayed on a website should be in low resolution (72dpi) at a maximum size of 1024 pixels on the longest edge. Embedded metadata must be preserved. All entries should be credited when used, in the form © year entrant name

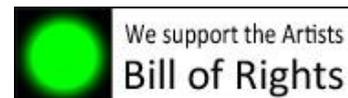
### 4. Fairness

Each party should deal fairly with the other. This means not making unreasonable demands or behaving in an unfair, unethical or unjust manner. This means:

- i. Entrants must not be asked to assign their copyright or grant unlimited use licences
- ii. Entrants must not be asked to waive their moral rights
- iii. Images must not be exploited without compensating the creators
- iv. Images must retain metadata and always appear with credit to the creator
- v. Commercial use is not permitted unless separate terms are negotiated and agreed

### 5. Entries via Social media

At this time, BIPP strongly advises against entering any competition which requires submissions via use of social media platforms or photo sharing sites, such as Instagram, Facebook, Flickr, Twitter, Google+ etc due mainly to the common practice in stripping metadata from images when uploaded, removing all copyright information and creating yet more orphan works. It is also because these platforms claim extensive usage rights to all uploaded images themselves, through their own Terms & Conditions.



The BIPP has long campaigned for photographers and other creators to be treated fairly and protected from unfair contracts and was a founder member of the **Fair Terms for Creators** initiative:

**C.R.E.A.T.O.R.** All creator contracts should comply with the following minimum requirements:

- CLARITY** *clearer contracts which transparently set out the exact scope of the rights granted*
- REMUNERATION** *should be fair, equitable and unwaivable for each form of exploitation*
- EXPLOITATION** *an obligation for each mode, also known as the 'use it or lose it' clause*
- ACCOUNTING** *fair, understandable and comprehensive clauses*
- TERMS** *reasonable and time limited with reviews to take into account new forms of exploitation*
- OWNERSHIP** *creators should be appropriately credited (including metadata) for all uses of their work, integrity of artistic works respected and moral rights should be unwaivable*
- REASONABLE** contracts should be subject to a general test of reasonableness

Further details at <http://www.fairtermsforcreators.org> #fairterms