TERMS & CONDITIONS OF ENTRY

Information on how to enter and prizes form part of these Conditions of Entry.

1. How to enter

This is an online photo competition presented by cities@manchester using the Instagram mobile photo application. Instagram is free to download and available on the Apple , Android, and Windows Phone stores.

Here's a quick reminder of the simple steps to enter the competition:

Step 1: Download the Instagram application if you do not already have it

Step 2: Upload a photo

Step 3: Choose a filter (optional)

Step 4: Hash tag it with #austerityGtrMcr, then follow @citiesmcr and share it with your friends

Once your Instagram image is hash tagged as #austerityGtrMcr you have been entered into the competition

2. Who can enter

The application is open to anyone who is a registered user of Instagram.

- 2.1 Directors of cities@manchester, their immediate families, their agents or anyone else connected professionally with the promotion are not eligible to win.
- 2.2 The competition closing date is the 20 June 2014.
- 2.3 In order for your entry to be validated, your Instagram profile settings must be public.
- 2.4 Only entries submitted via the Instagram application and which are appropriately hash tagged are accepted.
- 2.5 Entry into the competition is free.

3. Data Usage

- 3.1 Use of images:
- 3.1.1 All your images published on Instagram with #austerityGtrMcr may be moderated and displayed on the cities@manchester website and social media channels. These images will be public to all Instagram users.
- 3.1.2 By registering to the competition and accepting the Terms and Conditions you agree your images can be broadcast via digital feeds or printed for physical events by cities@manchester, its associated and affiliated organisations.
- 3.1.3 If you are a winner your submitted image and Instagram username will be announced on the cities@manchester website and social media channels via the permission you gave when registering and accepting the Terms and Conditions.
- 3.2 Use of personal information:
- 3.2.1 By registering to the competition and accepting the Terms and Conditions, you give us permission to contact you via Instagram and Facebook if you are a winner.
- 3.2.2 By publishing images with #austerityGtrMcr you also give permission for us to contact you by commenting on your images.
- 3.2.3 cities@manchester will be storing your Instagram user name in accordance with the permissions granted when you register to the competition and accept the Terms and Conditions. This is in order to contact the winners of the competition.
- 3.2.4 You will only be contacted if you win a prize and your Instagram user name will be published in accordance with permissions granted.

3.2.5 cities@manchester reserves the right to use the images off line and for PR and marketing purposes. Images will not be sold for profit.

4. Image Regulation and Moderation

- 4.1 All submitted images will need to be approved by our moderator
- 4.2 By submitting your images to the competition, in respect of each image, you confirm that:
- 4.2.1 It was taken by you; it is your own original work;
- 4.2.2 It does not contain or reference any third party trademarks;
- 4.2.3 If you send in images of other individuals (adults or children) you need the permission of that individual or parent of the child;
- 4.2.4 Submitting it to the competition and granting a license in respect of its use as set out in these Terms and Conditions will not infringe the copyright or any other rights of any third party;
- 4.2.5 And it does not contain any obscene, sexually explicit, violent, offensive, inflammatory or defamatory content or material.
- 4.3 Please note below the conditions for validation into the competition:
- 4.3.1 We do not condone submissions that: are untrue, contain copyrighted content; condone or promote illegal activity; are derogatory to members of a particular race, nationality, sex, sexual orientation or religion or incite hatred of particular groups; are abusive, bullying or name calling of other people; are cruel to animals; that contain excessive use of vulgar language; that in any way expose information of a private nature; are spam; are pretending to be someone famous; compromise children's safety; depict cigarettes, alcohol, drugs or nudity in the presence of children; display images of full nudity; are sexually explicit; depict violence, sadism or cruelty; include weapons or imitation weapons; condone illegal drug usage; represent any corporation negatively; include any personal or commercial solicitation or advertising; include broadcast material from TV or Radio; are political in any way; contain sensitive information about someone's mental or physical health. Any content submitted like this will be deleted and may be reported to the appropriate authorities.
- 4.3.2 Submissions must not contain: i/ defamatory statements, ii/ threats to any person, place, business, or group, iii/ any dangerous behaviour, iv/ any unacceptable clothing or adornments, v/ any commercial/corporate advertising, or vi/ any indecent
- 4.4 Entrants voluntarily and knowingly, release, discharge and relinquish any and all claims, actions and lawsuits of any kind against Madhouse or its agents related to or arising from their participation in the Application including, without limitation, any claims, actions or lawsuits for negligence and/or other fault, personal injury, defamation, violation of right of publicity, invasion of privacy, and infringement of copyright. Anything posted on this site becomes public information.
- 4.5 NOTICE TO ONLINE ENTRANTS: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS APPLICATION IS A VIOLATION OF LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

5. Prizes and Judges

- 5.1 A winner will be selected by a pre-selected judging panel.
- 5.2 Submissions will be judged according to the following criteria:
- 5.2.1 The relevance of the submitted photo as decided by our judges.
- 5.2.2 Level of creativity, likability as decided by our judges.

- 5.2.3 Relevance to cities@manchester, as decided by our judges.
- 5.2.4 Originality of the submission: entries that are deemed to not belong to or taken by the user will not be eligible.
- 5.2.5 Winning entries will be based on the criteria above but not the amount of followers a user has on their Instagram profile.
- 5.2.6 The decision of our judge is final and cities@manchester reserve the right to change their decision if the winner hasn't registered or is unavailable to share his or her details at the time of the prize announcement.
- 5.3 The Instagram competition prizes: All top 10 finalists will receive a framed print of their photograph, and their images will be shown and credited on the cities@manchester website and social media channels.
- 5.4 The entries and prizes are final and non-transferable
- 5.5 The winner will be notified through their Instagram account and announced on Facebook. If the winner cannot be contacted within the terms of the notification e-mail, another entry will be selected and the original winner will forfeit any prize.
- 5.6 The decision of the judge is final and binding in all matters relating to this competition. cities@manchester will not enter into correspondence in relation the Competition.
- 5.7 cities@manchester reserves the right to request the winner to participate in publicity events in relation to this promotion. In particular, cities@manchester intends to publish all winners' names, and a photo of the winners' entries on the cities@manchester website and social media channels. Winners will be asked to provide a short paragraph about their photograph.
- 5.8 By participating in the promotion, you agree that no claim shall be asserted against cities@manchester, affiliates, directors, officers, employers or agents in respect of any and all loses or injuries (including without limitation special, indirect or consequential loses), damages, rights, claims or actions of any kind whatsoever that result from your acceptance of the prize to the full extent permissible in law.

6. Additional Rules

6.1 cities@manchester is not responsible for any problems or technical malfunction of any computer on- line systems, servers, or providers, computer equipment, software failure of any e-mail or entry to be received on account of technical problems of traffic congestion on the Internet, telephone lines or at any website, or combination thereof, including any injury or damage to a

Participant's or any other person's computer or mobile telephone related to or resulting from participation in relation to the promotion. By participating in the promotion, you agree that no claim relating to any such loss or injury (including without limitation special, indirect or consequential losses) shall be asserted against cities@manchester

- 6.2 cities@manchester reserves the right to withdraw the competition at any time if circumstances make this necessary.
- 6.3 Participation in this competition assumes the acceptance of the Instagram Terms and Conditions, found here: http://instagram.com/legal/terms/
- 6.4 By entering the competition, entrants agree to be bound by these Terms and Conditions. Madhouse reserve the right to modify the content of these Terms and Conditions with retroactive effect should modification be required to ensure the good execution of the competition.