

## Terms and Conditions

1. The Promoters are: Ampersand Foundation, Third floor, 21 Conduit Street, London W1S 2XP and Photoworks, 28 Kensington Street, Brighton, BN1 4AJ
2. These terms and conditions apply to the Open Call ('the Competition'), running until 5pm am, 30th May 2023 (the 'Closing Date').
3. All photos received after the Closing Date are automatically disqualified.
4. No responsibility can be accepted for entries not received for whatever reason.
5. Entries submitted in any other way than the platform Picter will not be accepted.
6. The personal data you give us will be used to process your application for *Ampersand/Photoworks Fellowship* by Ampersand Foundation and Photoworks, and will be shared with external members of the selection panel. We will only contact you in connection to this application or to offer you alternative artistic opportunities in future. Your application will be kept by both Ampersand Foundation and Photoworks, for up to 10 years and will only be used by each organisation for artist research, and for evaluation, reporting and marketing analysis for artist opportunities. It will not be passed on to anyone else without consent. If you want to be removed from either organisation's database you can email [info@photoworks.org.uk](mailto:info@photoworks.org.uk)
7. You will be asked to upload your application information through a third-party website, Picter, who may also use your data according to their own privacy policies.
8. There is no entry fee and no purchase necessary to enter this Competition.
9. By submitting a photo, an entrant is indicating their agreement to be bound by these terms and conditions.
10. Employees or contractors of Ampersand Foundation or Photoworks, or any person directly or indirectly involved in the running of the competition, or their direct family members are not eligible for the Fellowship.
11. Entries must not infringe the copyright of anyone else and entrants will hold Ampersand Foundation and Photoworks harmless from any claims in relation to their entry alleging that the entry infringes the personal or proprietary right of any other person.

12. Inappropriate entries will not be accepted and Ampersand Foundation and Photoworks reserves the right to reject any entries for any reason at its sole discretion.
13. Copyright in all images submitted for this competition remains with the respective entrants. However, in consideration of their entering the open call, each entrant grants a worldwide, irrevocable, perpetual licence to Ampersand Foundation and Photoworks to feature any or all of the submitted images in any of their publications, their websites and/or in any promotional material connected to this competition.
14. Ampersand Foundation and Photoworks reserves the right to cancel or amend the Competition at any stage, if deemed necessary in its opinion, and if circumstances arise outside of its control. Any changes will be notified to entrants as soon as possible by the Promoters.
15. Ampersand Foundation and Photoworks are not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.
16. The competition winners will be chosen by a panel of judges appointed by Ampersand Foundation and Photoworks.
17. The judges' decision is final and no correspondence will be entered into.
18. The selected photographers will be notified by **August 2023**. If a selected photographer cannot be contacted or does not claim their prize within 14 days of notification, we reserve the right to withdraw the prize from the competition winner and pick a replacement competition winner.
19. The selected top entries will be contacted via email to the email address provided.
20. Ampersand Foundation and Photoworks reserve the right to substitute any award for one of equal or greater value.
21. The Fellowship are as stated and no cash or other alternatives will be offered. The Fellowship is not transferable.
22. These terms and conditions will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England.
23. This promotion is in no way sponsored, endorsed or administered by, or associated with Twitter, Facebook, Instagram or any other Social Network. You are providing your information to Ampersand Foundation and Photoworks and not to any other party – details and entries will be shared with our Partner on this project.

24. Ampersand Foundation and Photoworks shall have the right, at its sole discretion and at any time, to change or modify these terms and conditions, such change shall be effective immediately upon posting to this webpage.