### **Nature Careers**

# **ScientistAtWork** Competition

## TERMS AND CONDITIONS ("Terms")

These Terms govern the Nature Careers ScientistAtWork photo competition (the "**Competition**") – please read them carefully. By entering into this Competition, contestants ("**Entrants**") confirm that they have read these Terms and agree to them fully. Entrants who do not comply with these Terms may be disqualified from the Competition.

Who can enter the Competition

- 1. To enter this Competition, an Entrant must be:
  - a. resident in a country where it is lawful for them to enter; and
  - b. aged 18 years old or over (or the applicable age of majority in their country if higher) at the time of entry.

This Competition is void in North Korea, Iran, Cuba, Sudan, Syria, Burma/Myanmar, Russia, Belarus, the territories of Crimea, Donetsk and Luhansk and where prohibited or restricted by law.

- 2. This Competition is not open to directors or employees of Nature or any entity or affiliate in the wider Springer Nature Group.
- 3. This Competition is not open to professional photographers. For this Competition, a professional photographer is someone who makes more than 25% of their annual income from the sale of their photographs.
- 4. Nature reserves the right to verify the eligibility of Entrants.
- 5. Nature may at its sole discretion disqualify any Entrant suspected to be tampering or interfering with the entry process or operation of the website, or to be acting in any manner deemed to be disruptive of or prejudicial to the operation or administration of the Competition.

## Who runs the Competition

6. This Competition is run by Springer Nature Limited, a company registered in England with registered number 00785998 and registered office at The Campus, 4 Crinan Street, London N1 9XW ("Nature").

### How to enter

- 7. To enter this Competition, Entrants must email their photo submission (their "**Entry**") to photocompetition@nature.com. No other form of entry is permitted.
- 8. The Competition is open for Entries between 00:00 BST on 1<sup>st</sup> October 2022 and 00:00 GMT on 1<sup>st</sup> November 2022.
- 9. Entries should be high-resolution jpeg files (with a minimum resolution of 220 mm at 300 dpi (dots per inch)).
- 10. Digital adjustments that maintain the integrity of the Entry image are allowed. Entrants may not make any material physical change to their Entry image. This includes, for example, adding or removing objects or people. Digital adjustments including tone and contrast, burning, dodging, cropping, sharpening, noise reduction, minor cleaning work, HDR, stitched panoramas, focus stacking and multiple exposure taken at the same location at the same time (as a continuous sequence) are permitted.

- 11. Only one Entry per eligible person. Multiple Entries are invalid and may lead to disqualification. Entries via agents or third parties are invalid.
- 12. Nature accepts no responsibility for any Entries that are incomplete, illegible, corrupted, or fail to reach Nature by the closing date for any reason. Proof of emailing or sending is not proof of receipt. Entrants should keep a copy of their Entry as Nature will be unable to return Entries or provide copies.
- 13. No purchase is necessary to enter this Competition, and any purchase will not increase an Entrant's chances of winning.

### The Prize

- 14. The prize for the Competition (the "**Prize**") consists of the following:
  - a. a personal print and online subscription to *Nature* magazine; and
  - b. a £100 GBP Amazon gift card or donation to a charity of the winner's choice.

Any charity nominated to receive the Prize must be registered with the UK Charity Commission, or (at Nature's discretion) a local jurisdictional equivalent.

- 15. The winning Entry (or Entries) will be considered by Nature editors for publication in *Nature* magazine, alongside participants' name and affiliation (if applicable).
- 16. The Prize will be decided in the week following the close of the Competition. The winner(s) will be notified via email.
- 17. Winner(s) will be selected by a panel of Nature staff, at least one of which will be independent from the Competition, based off of photographic merit, creativity, photo quality, and impact. Full names of the judging panel will be available on request. The judging panel reserves full editorial discretion in choosing winner(s), and may decide to award more than one Prize or no Prizes. Any decision will be final, and no further communication will be entered into in relation to it.
- 18. Nature reserves the right to cancel or amend these Terms and Conditions or change the Prize (to one of equal or greater value). No cash alternative to the Prize is available.

### Notifying the winners

- 19. The winner(s) of the Competition shall be contacted by email, no more than two weeks after the Competition closes. Nature will use reasonable endeavours to contact the winner, but reserves the right to disqualify any Entry where the Entrant cannot be contacted.
- 20. The winner(s) will be required to confirm acceptance of the Prize within five working days and may be required to complete and return an eligibility form stating their age and residency details, among other details. Winner(s) should receive their Prize(s) within 30 days of the date they confirm acceptance of their Prize. If a winner does not accept their Prize within five working days of being notified, they will forfeit their Prize and the judging panel may choose another winner.
- 21. The name, region of residence and likeness of the winners may be used by Nature for reasonable post-event publicity in any form, including on Nature's website and social media pages at no cost.

22. Winners will be announced in *Nature* magazine in a Nature Careers feature in or around December 2022. Anyone may find out who has won a Prize after this time by sending an e-mail to photocompetition@nature.com or checking nature.com.

### Intellectual Property Rights

- 23. Entrants will retain copyright in their Entry photos. By entering the Competition, Entrants warrant they are the sole copyright owners of their Entry or have been authorised by any additional copyright owner to grant the licence(s) in these Terms.
- 24. By entering the Competition, each Entrant grants Nature a non-exclusive, irrevocable, perpetual, world-wide license to publish, reproduce, distribute, make available, display, store or otherwise modify and create derivative works of their Entry in all forms of media of expression in the context of Nature competitions (now and future years). Entrants agree to sign any additional paperwork necessary to give effect to this licence.
- 25. The winner(s) agree(s) to exclusivity in the licence to Nature for a period of three months, starting from the date the winner(s) confirm acceptance of the Prize. Beyond this, Entrants are free to share, licence or otherwise monetise their Entry.
- 26. It is an Entrant's responsibility to obtain appropriate permission from any human featured in their Entry (for example, a model release). If an Entrant requires guidance on this, contact <a href="mailto:photocompetition@nature.com">photocompetition@nature.com</a>.

### **Warranties**

27. Entrants warrant that their Entry is their own original work; is not defamatory, obscene and does not infringe any laws, including privacy laws, whether of the UK or elsewhere, or any rights of any third party; that no other person was involved in the creation of their Entry; that they have the right to give Nature and its respective licensees permission to use it for the purposes specified herein; that they have the consent of anyone who is identifiable in an Entry or the consent of their parent, guardian or carer if they are under 18 (or the applicable age of majority); that it is lawful for them to enter the Competition, and they agree not to transfer files which may contain viruses or any other harmful programs.

### Other Third Parties

- 28. This Competition is in no way sponsored, associated with or endorsed by Amazon, Twitter, or any other platform through which this Competition may be promoted. By participating, Entrants hereby release and hold harmless Amazon and Twitter from any and all liability associated with this Competition.
- 29. The Competition may be sponsored by a third party engaged by Nature.

### Data Privacy

30. All personal data submitted by Entrants is subject to and will be treated in a manner consistent with Nature's Privacy Policy accessible at <a href="http://www.nature.com/info/privacy.html">http://www.nature.com/info/privacy.html</a>. By participating in this Competition, Entrants hereby agree that Nature may collect and use their personal information and acknowledge that they have read and accepted Nature Privacy Policy.

#### Liability

31. Other than for death or personal injury arising from negligence of Nature, so far as is permitted by law, Nature hereby excludes all liability for any loss, damage, cost and expense, whether direct or indirect, howsoever caused in connection with the

Competition or any aspect of the Prize. All activities are undertaken at the Entrant's own risk. An Entrant's statutory rights as a consumer are not affected.

## Governing Law and Jurisdiction

32. These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the English courts.

## Questions?

33. If anyone has any questions about the Competition or these Terms, or need these Terms in a different format for accessibility reasons, please contact <a href="mailto:photocompetition@nature.com">photocompetition@nature.com</a>.