**RULES**

**OF THE INTERNATIONAL PROFESSIONAL PHOTO CONTEST**

**“NEWS PHOTO AWARDS. A CHANGING WORLD”**

**1. GENERAL PROVISIONS**

1.1. The Rules of the International Professional Photo Contest “NEWS PHOTO AWARDS. A CHANGING WORLD” (hereinafter the «**Photo Contest»**) determine the procedure for organizing and holding the Photo Contest.

1.1.1. The Rules define the set of persons among whom the Photo Contest is to be held, requirements for all contest photos, criteria and parameters for evaluating photos, procedure for holding the Photo Contest, conditions for participation in the Photo Contest and the form of the Award.

1.1.2. The contest documentation includes the Rules, the Personal Data Regulations of the International Professional Photo Contest **“**NEWS PHOTO AWARDS. A CHANGING WORLD**”** and the License Terms and Conditions of the International Professional Photo Contest **“**NEWS PHOTO AWARDS. A CHANGING WORLD.**”**

1.2. The Photo Contest is dedicated to the changes that have happened in the world over the past year. To show how the world and people have changed over the past year, how the planet is learning to live and work in a new reality and how the processes familiar to us are integrated into this reality.

1.3. The venue of the Photo Contest: on the Internet (globally), on the website <http://www.npacontest.com/> (hereinafter the «**Website»**).

1.3.1. The official language of the Photo Contest is English.

1.4. The Organizer of the Photo Contest is the Federal State Unitary Enterprise “Information Telegraph Agency of Russia (ITAR-TASS)” (location: 10-12 Tverskoy Blvd., Moscow 125993, Russian Federation, PSRN 1037700049606, TIN 7703082786, RRC 770301001) (hereinafter **the «Organizer»**).

1.4.1. The Organizer performs the following functions:

* Determines the composition of the Jury and the Expert Council of the Photo Contest;
* Organizes the work of the Jury and the Expert Council;
* Informational support of the Photo Contest;
* Ensures the operation of the Website;
* Accepts and processes the photos in the Applications for Participation in the Photo Contest (independently, by the employees of the Organizer);
* Announces the Winners of the Photo Contest and publishes the relevant information on the Website.

1.4.2. The Organizer of the Photo Contest ensures:

* Equal conditions for all Participants of the Photo Contest;
* Transparency of the Photo Contest;
* Prevention of disclosure of information about the results of the Photo Contest before the date of their official announcement.

1.4.3. Certain functions for organizing the Photo Contest may be transferred by the Organizer to third parties.

1.4.4. The Organizer warrants that the Prize payments (each payment is to be made by the Organizer independently or through third parties).

1.5. Any individual without any restrictions on the place of residence[[1]](#footnote-1), who has full legal capability and has reached the age of eighteen (18) on the date of submitting the Application for Participation in the Photo Contest and who is a professional photojournalist and the author of the photo (hereinafter the «Participant» and/or «Participants»), may participate in the Photo Contest.

While submitting the Application for Participation in the Photo Contest, the Participant must specify the date of the publication of the work sent for participation in the Photo Contest or the date of publication of the photo taken as a part of the same report as the work declared for the Photo Contest in any mass media (specifying the name of the media).

At any stage of the Photo Contest, the Organizer reserves the right to check the documents confirming the Participant's identity as well as request any additional documents confirming the Participant's professional status (request that the Participant provide the link to the publication of the work, screenshot/copy of the page of the publication where the work is published, or other available confirmation of the publication).

1.6. **Participation in the Photo Contest is free.**

1.7. The Organizer is not liable for any costs that may arise by the Participant while taking and submitting photos as well as while taking part in the Photo Contest.

1.8. Each Participant of the Photo Contest confirms that he/she has read the provisions of the Rules before submitting the Application for Participation in the Photo Contest and fully accepts all the conditions of the Rules and undertakes to comply with them.

1.9. Participation in the Photo Contest is voluntary and not compulsory.

1.10. If the Participant does not agree with any of the conditions of the Rules, he/she shall stop using the Website and terminate his participation in the Photo Contest.

1.11. The Organizer of the Photo Contest shall be entitled to unilaterally amend these Rules by posting a new version of the Rules in the Photo Contest section on the Website.

1.12. This text of the Rules is not a public offer in the sense of Article 435 and Item 2 of Article 437 of the Civil Code of the Russian Federation.

**2. CATEGORIES, NOMINATIONS AND PRIZES OF THE PHOTO CONTEST**

2.1 Categories:

2.1.1. "News": photos related to this category are accepted;

2.1.2. "People and lifestyle": photos related to this category are accepted;

2.1.3. "Health": photos related to this category are accepted;

2.1.4. "Environment": photos related to this category are accepted;

2.2. Nominations:

* “Single Photo”: awarded to the best photo in the opinion of the Photo Contest jury,
* “Photo Series”: awarded the best photo series among all photos in the opinion of the Photo Contest jury.

The members of the jury shall separately select the best photo from all photos of both nominations submitted for the competition and present the Grand Prix award for the best photo.

2.3. Each participant can submit not more than 3 single photos and not more than 1 photo series in each of the categories specified in Section 2.1 of the Rules.

2.3.[[2]](#footnote-2) The Prizes to the Winners of the Photo Contest (residents of the Russian Federation are to be paid in Russian rubles at the rate of the Central Bank of the Russian Federation on the date of the approval of the Protocol of the Results of the Photo Contest; non-residents of the Russian Federation are to be paid in US dollars or Euros (at the cross rate on the date of approval of the Protocol of the Results of the Photo Contest):

* Four (4) main prizes in the “Single Photo” nomination in each category – 3.000 $ (US dollars);
* Four (4) main prizes in the “Photo Series” nomination in each category – 3.000 $ (US dollars);
* One (1) cash prize in the “Grand Prix” category is 10.000 $ (US dollars).

**3. STAGES OF THE PHOTO CONTEST**

3.1. The total period for holding the Photo Contest is from October 11, 2021 to March 31, 2022 (inclusively).

3.2. The period for the submission of the Application for the Participation in the Photo Contest: from October 11, 2021 (00:00 AM) to January 7, 2022 (11:59 PM) (inclusive) (Moscow Time). Submission of an Application to Participate in the Photo Contest constitutes performance by the Participant of the actions which are specified in Sections 4 and 5 of the Rules.

3.3. The Expert Council shall preform the preliminary selection of the Contest Works of all Participants and prepare a Long List of Contest Works: from December 27, 2021 to January 11, 2022 (inclusively).

3.4. The members of the Jury must select the Competitive Works from the Long List and prepare the respective Short List: from January 12, 2022 to January 28, 2022 (inclusively).

3.5. The members of the Jury select the Winners: from February 01, 2022 until February 13, 2022 (inclusively).

3.6. The date of the announcement of the Winners of the Photo Contest on the Website: not later than March 31, 2021. The date of the announcement of the Winners’ names of the Photo Contest will be additionally announced by the organizers and published on the Website of the Photo Contest, as well as duplicated to all participants by e-mail specified while submitting applications.

3.7. All actions stipulated by the Rules are considered to be taken and recorded by the Organizer (Moscow time, GMT+3).

**4. CONDITIONS FOR PARTICIPATION IN THE PHOTO CONTEST**

4.1. Each Participant can send not more than 3 (three) photos in each category in the "Single Photo" category and no more than 12 (twelve) photos in each category in the "Photo Series" category. One photo can be submitted only in one category. One series of works can be presented only in one category. At the same time, a single photo submitted in the "Single Photo" nomination in any category can be duplicated as part of the "Best photo series" nomination in any category.

4.2. In order to participate in the Photo Contest, it is necessary to submit the Application to Participate in the Photo Contest by taking the following actions during the period from October 11, 2021 (00:00 AM) up to December 24, 2021 (23:59 PM):

4.2.1. File the electronic form on the Website;

4.2.2. Upload the Contest Works (photos).

The date of filing the Application to Participate in the Photo Contest is the date of filing the electronic form on the Website by the Participant. All Applications for Participation in the Photo Consent sent by other means will not be accepted. The photo shall comply with the requirements of the Rules, including Section 5 of the Rules.

4.3. The Organizer performs the procedure for moderating the Application to Participate in the Photo Contest, that is, verifying compliance with the requirements of the Rules. The Organizer shall be entitled to reject the Application to Participate in the Photo Contest if it contradicts any applicable norms and the legislation, including international law, as well as the requirements specified in the Rules.

4.4. In order to avoid any fraudulent actions on the part of the Participants of the Photo Contest when submitting the Application to Participate in the Photo Contest, the Organizer, at its sole discretion, shall be entitled to require the Participant of the Photo Contest to send confirmation of the copyright for the photo and all necessary consents and permissions.

The Participant undertakes to provide the specified confirmation and consent within 5 (five) calendar days from the date of the received request for their submission from the Organizer of the Photo Contest.

If the requested documents are not submitted within the specified period, the Application to Participate in the Photo Contest may be rejected by the Organizer.

4.5. Participation in the Photo Contest means full and unconditional acceptance of the Rules, the Provisions on Personal Data Regulations and License Terms and Conditions of the Photo Contest by the Participant of the Photo Contest.

4.6. By participating in the Photo Contest, the Participant shall act honestly and in good faith, not look for any ways to gain advantage over other Participants by deception, abuse or avoiding the requirements of the Rules. In addition, all Applications to Participate in the Photo Contest registered by the Participant using any programming resources are not allowed to participate in the Photo Contest and/or may be excluded from the list of applications at any stage of the Photo Contest. The Organizer shall be unilaterally entitled to block the possibility of participation of the Participant if there is any sufficient reason to believe that the Participant has violated the requirements of this Clause of the Rules in the Photo Contest.

**5. PHOTO REQUIREMENTS**

5.1. All photos taken between December 2020 and the date of submission of the photo for participation in the Photo Contest may be used in the Photo Contest.

The photo shall not contain the full name of the photographer, name of the organization, link to the publication or any other information that makes it possible to identify the author of the photo (such information is to be provided in the description of the photo but not in the photo itself).

5.2. Only original camera images are allowed to participate in the Photo Contest.

The content of the photo shall not be altered by adding, rearranging, reversing, distorting, removing people or objects (except for removing any sensor dust or scratches while scanning the relevant negatives).

5.3. Minimum adjustment of exposure and color and cropping are allowed.

Any variations in density, contrast, color and/or saturation that significantly alter the content of the image by zonal shading or elimination of the information available in the image are not allowed. The jury of the Photo Contest determines the changes that are significant. At the request of the Organizer, the Participant shall provide the original photo without any corrective changes.

5.4. The description of the photo shall contain the following information: who is represented in the photo, what is the theme or reason why it is important and the specific place where the photo was taken. The description shall include the date, country, full name of the photographer, agency, publication or any other information. The description must be presented in English.

5.5. All photos shall comply with the following requirements:

* Photos in JPEG format with high quality of compression (but not more than 5 (five) MB). The Organizer shall be entitled to request the original unframed file with maximum quality of compression;
* Photos are to be uploaded in their original size. The Participant must not scale the photo or otherwise change its resolution;
* ICC profile is to be embedded in the photo. It is recommended to use AdobeRGB, sRGB or grayscale Gamma 2.2;
* Only images with a single exposure and in 1 (one) snapshot may be accepted. Multiple exposures and polyptychs (diptychs, triptychs, etc.) are not allowed.

5.6. The Participants of the Photo Contest shall ensure that their photos provide an accurate and fair representation of the scene so that viewers may not be misled. This means that the Participants:

* Must be aware of the influence that their presence may have on the scene;
* Must not intentionally contribute to or change the scene by repeating or staging the events;
* Maintain the integrity of the image while ensuring that there are no significant changes in the content.

5.7. The Participant represents and warrants that:

* He/she personally made the photo and has all necessary rights and permissions to participate in the Photo Contest;
* The photo, its content and description do not infringe any copyright, trademark, corporate identity or other property rights of any legal entity or individual (living or deceased) (including, but not limited to any rights to privacy, publicity, nor does it misrepresent rights);
* The photo and its description do not contain links to any commercial/corporate advertising (including, but not limited to any corporate logos, brand names, slogans, political or religious statements) or are otherwise undesirable as determined at the sole discretion of the Organizer;
* No one is injured during the shooting;
* Recognizable individuals or groups of individuals do not face reprisals, violence or rejection in their communities as a result of exposing their identity or personal history through the publication of their image;
* No payment or other form of the compensation is to be provided to the subjects in exchange for their photos or consent.

Any Applications to Participate in the Photo Contest and photos which are found to be inappropriate or unsuitable at the discretion of the Organizer and not compliant with the requirements of the Rules and the applicable legislation without any explanation of the reason, will be disqualified.

The participation in the Photo Contest may not defame, misrepresent or contain any derogatory remarks about the Organizer or any other organization related to the Photo Contest or their respective products and services, or to other people, products or companies.

The Organizer reserves the right to have the authorship and originality of the Photo Contest works verified.

5.8. The following photos and applications to participate in the Photo Contest are not allowed in the Photo Contest:

* Those having any advertising information and/or used to advertise any services or goods, including the advertising of alcoholic and tobacco products;
* Photos and information of erotic and/or pornographic content;
* Those promoting any violence, war, incitement of national, racial or religious hatred and enmity;
* Politically biased photos (with politically biased content);
* Those containing any strong language, obscene and/or offensive images (in particular, relating to gender, race, nationality, profession, social category, age, language, official state symbols (flags, national emblems, hymns), religious symbols, objects of cultural heritage (historical and cultural monuments) as well as objects of cultural heritage included in the World Heritage List;
* Those containing any defamation against officials of the Russian Federation, the constituent entities of the Russian Federation, as well as any calls for the use of violence against such persons;
* Those containing calls for various terrorist activities, as well as other extremist materials;
* Those promoting drug addiction, substance abuse, methods of developing any narcotic drugs, psychotropic substances and their precursors, places of their acquisition and distribution;
* Those containing information on the methods of committing suicide, as well as any calls for committing suicide;
* Those containing any state, trade or official secret;
* Those containing any objects of intellectual rights and means of individualization owned by third parties;
* Those containing any profanity, rude and other obscene language in Russian as well as in other languages of the world;
* Those discrediting the official state symbols of the Russian Federation (emblem, flag);
* Those having low quality and/or any inscriptions and watermarks that are not related to the plot (stamps, dates, etc.);
* Photos that contradict the legislation of the Russian Federation and/or the country where the Participant is a citizen due to their content;
* Photos that do not correspond to the theme of the Photo Contest, which are collages of several photos;
* Other cases of the violation of the Rules.

The Participant accepts and understands full personal liability for the content of his/her own images in case any claims are made by third parties regarding the presence of such images.

**6. DETERMINATION OF THE WINNERS OF THE PHOTO CONTEST**

6.1. The Winners of the Photo Contest eligible for the Prize (hereinafter the **«**Winners**»**) are those Participants who took the first place in the “Single Photo” and “Photo Series” nominations as well as the Winner of the Grand Prix.

6.2. The Expert Council includes the representatives of the Organizer. Leading experts in the field of photography are invited to join the Jury. The list of all members of the Jury is published on the Website.

6.3. All stages for the selection of the Contest Works and determination of the winners of the Photo Contest:

* The Expert Council preselects the Participants and the Contest Works in order to exclude Participants and any photos submitted for the participation in the Photo Contest not complying with the requirements of the Rules. When selecting the Contest Works, the criterion of their compliance with the requirements of the Rules and the applicable law is used. Following the selection of the admitted works, the long list of works shall be prepared (hereinafter the «Contest Works/Photos»).
* Further, the members of the jury shall evaluate the photos included in the long list, prepare the short list of Contest Works and determine the Winners of the Photo Contest. The members of the jury and the Expert Council are independent in their judgments. No influence on the work of the jury is allowed.

6.4. Contest Works may be excluded from participation in the Photo Contest if they do not comply with the theme and/or nomination of the Photo Contest and the purposes and objectives of the Photo Contest, contain any inappropriate information in the cases stipulated by the Rules or otherwise violate the requirements of the Rules.

6.5. The Organizer, represented by the Expert Council, shall make each decision on the compliance of the photo submitted for participation in the Photo Contest with the requirements of the Rules at its sole discretion.

In case of any dispute regarding the copyright for the photo, the Participant shall automatically terminate his/her participation in the Photo Contest, and if such a photo is selected as one of the Winners, the respective result will be canceled.

The Organizer reserves the right to have the authorship and originality of the Contest Works verified.

6.6. The Winners will receive the Prizes specified in Section 2 of the Rules.

**7. PROCEDURE FOR RECEIVING THE PRIZES.**

7.1. The list of Winners of the Photo Contest is published by the Organizer on the Website not later than March 31, 2021.

7.2. After the Jury determines the Winners, the Organizer shall contact the Winners within 14 (fourteen) working days and send the Winners the contract governing the use of the photos of the Winners by the Organizer (in accordance with the Licensing Terms of the Photo Contest) and the procedure for presenting the Prizes of the Photo Contest. Within 4 (four) months from the date of the announcement of the Winners, the Organizer undertakes to ensure the presentation of the Prizes to the Winners of the Photo Contest.

The procedure and method of presenting the Prizes of the Photo Contest, provision of the necessary documents and the signing of any agreements are determined by the Organizer of the Photo Contest. Within 14 (fourteen) business days from the date of determining the Winners, the Organizer shall provide each Winner with the Contract using the e-mail and/or postal address specified in the Application to Participate in the Photo Contest.

The Winner shall sign 2 (two) copies of the Contract within 7 (seven) calendar days from the date of the receipt of the Contract and send them to the Organizer at: 10-12 Tverskoy Blvd., Moscow 125993, Russian Federation, and a scanned copy of the Contract signed by the Winner using the following e-mail address info@npacontest.com, as well as provide all the requested documents and data necessary to get the Prize.

7.3. For the purpose of concluding the Contract with the Winner, the Winners shall provide the Organizer with copies of the following documents within 7 (seven) calendar days from the date of the receipt of the Contract:

* Passport or other identity document of the Winner established by federal law or recognized as such in accordance with any international treaty of the Russian Federation;
* Pension Insurance Certificate (for all citizens of the Russian Federation);
* For the possibility of applying the double taxation agreement if the Winner is not a tax resident of the Russian Federation, the Winner shall send to the Organizer the original document confirming the tax residency of a foreign country, issued by the competent authority of this foreign country, authorized to issue such confirming documents on the basis of the international agreement of the Russian Federation on taxation.

In case of failure to provide the document before the date of transfer of the cash prize or failure to meet the established requirements, the Organizer shall withhold personal income tax in the amount of the prize for the payment of tax to the budget of the Russian Federation.

The Organizer shall not be liable for the Winner's failure to receive the Contract if the Winner provides any incorrect contact information/there is any failure in the Winner's e-mail in case of other circumstances beyond the control of the Organizer. If, within the specified period, the Organizer cannot contact the Winner, while using the contact information provided by him/her, and the Winner does not contact the Organizer within Seven (7) calendar days from the date of the announcement of the Winners or refuses to conclude the Contract with the Winner, the Organizer will be entitled to (but not required) to select the next Winner who will be the closest in terms of the number of votes of the members of the Jury to the previously determined Winner.

The Prizes cannot be exchanged for any other prizes. The Winner’s avoiding signing the Contract and his/ her failure to provide the requested documents amount to the Winner's refusal to receive the Prize. In case of withdrawal from the Prize, It cannot be exchanged for any other prizes. Storage of any unclaimed Prizes will not take place. All unclaimed Prizes shall remain with the Organizer who can use them at its own discretion. The Organizer will not provide any additional prizes.

The Organizer shall be also released from any liability for the delay/non-presentation of the Prize and other failure to perform the obligations stipulated by the Rules that occurs as a result of Force Majeure circumstances (extraordinary and unavoidable circumstances). Force majeure circumstances mean: fires, floods, earthquakes and other natural disasters, wars, hostilities, riots, epidemics/diseases (including the spread of any viral infection, including the new 2019-nCoV coronavirus infection/pandemic), publication of regulatory legal acts of a prohibitive nature by the public authorities of the Russian Federation, public authorities of the constituent entities of the Russian Federation or any local self-governing bodies that have a direct and immediate influence on the obligations provided by the Rules (namely, prohibit the performance or create conditions whereby the performance becomes impossible).

7.4. During the Photo Contest, the Organizer shall be recognized as the tax agent and, in this regard, calculate and withhold any taxes according to the amount and the relevant procedure established by the legislation of the Russian Federation. The effect of this Clause of the Rules may have a different meaning if international law applies to the Winners with the country where the Winner is a resident, the Russian Federation has any valid agreement on the avoidance of double taxation, subject to the provision of all necessary documents confirming the possibility of applying such conditions.

7.4.1. The Participant agrees that his/her personal data, information about the amount of the Prize as well as the amount of any tax withheld and transferred from the Prize will be provided to the tax authority at the place of registration of the Organizer according to the form, format and procedure approved by the relevant authority.

7.5. The Winners of the Photo Contest shall be entitled to refuse to receive   
the Prize as well as all rights and news related to its receipt.

**8. FINAL PROVISIONS**

8.1. The Participant of the Photo Contest fully bears the risk of any consequences that may arise in relation to providing any inaccurate information about himself/herself. The Participant shall be liable for any violation of the rights and legitimate interests of third parties under the current legislation of the Russian Federation and/or the legislation of the country where the Participant is a citizen and undertakes to reimburse the Organizer for all losses (including, but not limited to, all legal costs incurred by the Organizer in relation to the settlement of such claims) in case of any claims against the Organizer made by any third parties.

8.2. The Organizer shall not be liable for:

* + Failures or malfunctions in the operation of computer networks, communication networks and data transmission;
  + Technical failures on the Website if they occur due to the fault of the Organizer;
  + Copying and distribution of all photos on the Website by third parties;
  + Inability of the Participants of the Photo Contest to familiarize themselves with the list of the Winners of the Photo Contest for any reasons not related to the Organizer;
  + Failure to receive/untimely receipt of the information necessary to get the Prize due to the fault of the Participants of the Photo Contest or the communication organizations or any other reasons beyond the control of the Organizer;
  + Non-performance (untimely performance) of the obligations stipulated by the Rules by the Participants of the Photo Contest;
  + Non-receipt of the Prizes of the Photo Contest by the Winners if they are not claimed within the period specified in the Rules or are refused;
  + Life, health, moral and/or mental trauma of the Participants of the Photo Contest due to their participation in the Photo Contest.

8.3. Any disputes, proceedings or claims of any nature arising from the Rules and participation in the Photo Contest or in any way related to them (including also any non-contractual disputes or claims) are to be governed by the legislation of the Russian Federation. In case any disputes cannot be resolved by negotiations, they shall be resolved by the courts in accordance with the procedure established under the current legislation of the Russian Federation.

8.4. The Organizer will not reimburse any costs and expenses that may arise by the Participant of the Photo Contest in relation to the holding of the Photo Contest.

8.5. The Organizer reserves the right to change, extend, shorten, suspend or cancel the Photo Contest without any notice and liability. Compensation is not provided for the Participant.

1. *The territory of the Photo Contest includes all countries of the world, except for the Islamic Republic of Iran and the Democratic People's Republic of Korea in view of the restrictions of banks of the Russian Federation in accordance with economic sanctions on all banking transactions with the specified countries.*  [↑](#footnote-ref-1)
2. This Clause specifies the value of the Prize of the Winner of the Photo Contest, including all taxes withheld from the specified amount, in the amount provided by the current legislation of the Russian Federation. [↑](#footnote-ref-2)