

ITF TENNIS PHOTO OF THE YEAR COMPETITION

Competition Terms and Conditions

0. The Promoter

The Promoter is the ITFL Licensing (UK) Limited trading as the International Tennis Federation, with registered address, Bank Lane, Roehampton, SW15 5XZ UNITED KINGDOM.

1. The Competition

1.1 The title of the Competition is "ITF Tennis Photo of the Year".

2. How to enter

2.1 The Competition will run from 1200 GMT on 27 June 2024 (the "**Opening Date**") to 1200 GMT on 27 November 2024 (the "**Closing Date**") inclusive.

2.2 All entries received after the Closing Date are automatically disqualified.

2.3 To enter the Competition entrants must:

- (a) complete an online entry form at ITFTennis.com. and
- (b) upload the photograph/s they wish to submit.

2.4 Entrants can submit a maximum of 3 photographs to the Competition between the Opening Date and Closing Date. For the avoidance of doubt, the submission of photograph/s can be done in one entry (i.e., three photographs in one entry) or over three entries (i.e., one photograph over three separate entries).

2.5 The Competition is free to enter and no purchase is necessary.

2.6 Photographs entered must be taken in 2024.

2.7 The Promoter will not accept responsibility for competition entries that are incomplete, lost, deleted, or damaged or delayed in submission, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.

2.8 By submitting a Competition entry, you are agreeing to be bound by these terms and conditions and you acknowledge that you are responsible for ensuring that your entry into the Competition

and your compliance with these terms and conditions does not breach any applicable laws and/or regulations in any relevant jurisdiction.

- 2.9 For help with entries, please email communications@itftennis.com. Please see [ITFTennis.com] for a copy of these competition terms and conditions.
- 2.10 A The Competition entries will be judged by a panel of [3] judges appointed by the Promoter (“**Judging Panel**”). All entries will be judged individually on their merits based on the originality and creativity of the entry.
- 2.11 The Promoter will send the full names of the judges to anyone who writes within one month after the Closing Date of the Competition requesting details of the judges and who encloses a self-addressed envelope to the Promoters address set out in terms and conditions.

3. Eligibility

- 3.1 The Competition is only open to individuals aged 18 years or over, except:
- (a) employees of the Promoter or its holding or subsidiary companies;
 - (b) employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the Competition or its administration;
 - (c) members of the immediate families or households of (a) and (b) above.

For the avoidance of doubt, freelancers engaged by ITFL Licensing (UK) Limited for ITF events are eligible to enter.

- 3.2 In entering the Competition, you confirm that you are eligible to do so and eligible to claim the Competition prize. The Promoter may require you to provide proof that you are eligible to enter the Competition, including proof of age and identity.
- 3.3 The Promoter will not accept Competition entries that are:
- (a) Automatically generated by computer or created by artificial intelligence;
 - (b) completed by third parties or in bulk;
 - (c) illegible, have been altered, reconstructed, forged or tampered with; or
 - (d) incomplete.

3.4 Entries on behalf of another person will not be accepted and joint submissions are not allowed.

3.5 The Promoter reserves all rights to disqualify an entrant if the entrant’s conduct is contrary to the spirit or intention of the Competition.

3.6

4. The Prizes

- 4.1 The Judging Panel will select one winner (“**Winner**”), two runners-up (“**Runners-Up**”) and seven shortlists. (“**Shortlist Finalists**”, together defined to be “**Prize Winners**”). For the avoidance of doubt there will be (10) Prize Winners.
- 4.2 The Competition prize for the Winner comprises of the following:
- (a) \$3,000 cash prize;
 - (b) Prominence of the winning photo in exhibition at 2025 ITF World Champions Awards (at ITF’s sole discretion);
 - (c) Prominence of the winning photo on ITF’s websites and social media channels.
- 4.3 The Competition prize for the Runners-Up comprises of a \$1,000 cash prize, prominence in exhibition at 2025 ITF World Champions Awards and on ITF’s websites and social media channels.
- 4.4 The Competition prize for the Shortlist Finalists comprises of a \$500 cash prize, prominence in exhibition at 2025 ITF World Champions Awards and on ITF’s websites and social media channels.
- 4.5 The prizes are supplied by the Promoter. The Promoter reserves the right to replace the prizes with alternatives if circumstances beyond the Promoter's control makes it necessary to do so.
- 4.6 The prizes are not negotiable or transferable and cannot be resold.
- 4.7 The Promoter will contact the Prize Winners using the email address supplied at the point of Competition submission.

5. Prize Winners

- 5.1 The decision of the Judging Panel appointed by the Promoter is final and no correspondence or discussion will be entered into.
- 5.2 The Promoter will contact the Prize Winners as soon as practicable after the announcement date (Monday 16 December 2024), using the email address provided with the Competition entry.
- 5.3 The Promoter must either publish or make available information that indicates that indicates that a valid award of the prizes took place. To comply with this obligation the Promoter will publish the surname and county of the Prize Winners. If you object to any or all of your surname and county being published or made available, please contact the Promoter at communications@itftennis.com. In such circumstances, the Promoter must still provide the information and winning entry to the Advertising Standards Authority on request.

5.4 The Prize Winners may be asked to take part in certain promotional activities of the Promoter relating to the Competition as a condition of receiving a prize.

6. Claiming the prize

6.1 Within 5 days after receiving the confirmation email from the Promoter that the entrant may be awarded a prize, the entrant must:

(a) submit to the ITF a completed image consent form as set out in Annexure A ("**Image Consent Form**") by identified individuals pictured in the photograph; and

(b) confirm that they are able to accept the prize.

6.2 In the event that any winning entrant fails to comply with Clause 7.1 (or the Promoter otherwise determines that the relevant winner has breached these terms and conditions), the Promoter reserves the right to offer the prize to the next eligible entrant. The prize may not be claimed by a third party on your behalf.

6.3 The Promoter does not accept any responsibility if the Prize Winner is not able to take up the prize.

7. Limitation of liability

7.1 The Promoter, nor any of its affiliates, agents, employees, officers, directors or representatives will be liable (to the extent permitted by law) for any direct, indirect or consequential loss or damage arising out of the organising or holding of the Competition or as a result of any entrant's participation in the Competition or as a result of the winning, collecting, use or enjoyment of the prize, or if the Competition does not run as planned. Competition entrants' statutory rights are not affected.

7.2 The Promoter reserves the right to otherwise cancel the Competition or to amend these terms and conditions or the prize at any time without notice and no liability shall attach to the Promoter as a result thereof.

8. Ownership of Competition entries and intellectual property rights

8.1 The Promoter does not claim any rights of ownership in your Competition entry (including your photograph(s)).

8.2 Entrants agree that the Promoter may, in their sole discretion, make your entry (including your photograph(s)) available on the ITF, Davis Cup and Billie Jean King Cup websites and social media channels and in any other media, distribute your entry (including your photograph(s)) to third parties via ITF's press released and use your entry (including photograph(s)) for branding at ITF events for the purposes of promoting the Competition, the ITF, the Davis Cup, the Billie Jean King Cup and the sport of tennis. You grant the Promoter a non-exclusive, worldwide, irrevocable

licence in perpetuity, for the full period of the intellectual property rights in the Competition entry (including your photograph(s)) to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the intellectual property rights in the Competition entry (including your photograph(s)) for such purposes. You acknowledge ITF's use of your entry (including your photograph(s)) is without the payment of any further fee or compensation.

- 8.3 If requested by the Promoter, the entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement. To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry.
- 8.4 Entrants confirm and promise that their entry is original and does not infringe the intellectual property rights of any third party.
- 8.5 Entrants warrant that they have obtained all necessary consents and permissions to use the images of other individuals (including individuals who are under 18 years old) in their entry for the Competition and for the ITF to use their image in the entry as described in these terms and conditions.

9. Data protection and publicity

- 9.1 The Promoter will process the personal information of entrants submitted by the entrant in the entry. Details from entries will be collected and used for the purposes of conducting this Competition (which may include disclosure to third parties for the purpose of processing and conducting the Competition). Entrants may access, change and/or update their personal data by contacting communications@itftennis.com. Further details on how the ITF will process your personal data is set out in ITF's Marketing Policy (available at [HYPERLINK "https://www.itftennis.com/en/about-us/privacy-notice"](https://www.itftennis.com/en/about-us/privacy-notice)<https://www.itftennis.com/en/about-us/privacy-notice>). See also condition 5.3, with regard to the announcement of the Prize Winners. See also condition 5.3, with regard to the announcement of the Prize Winners.

10. General

- 10.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter may, at its sole discretion, reserve the right to exclude any entrant from participating in the Competition.
- 10.2 The Promoter reserves the right to hold, void, suspend, cancel, or amend the Competition where it becomes necessary to do so.
- 10.3 These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

