



Wild Mann - Nature Photographer Rules

If you submit an image into the Wild Mann - Nature Photographer competition (the “**Competition**”), and your image is chosen to be in the exhibition (the “**Exhibition**”) at the Manx Museum, the following rules apply to your submission (the “**Rules**”).

Manx National Heritage is the trading name of the Manx Museum and National Trust (“**MMNT**”), which is registered as a charity in the Isle of Man with charity number 603 and is subject to Isle of Man law.

You must read and abide by these Rules as they create a legally binding contract between you and MMNT.

Unless otherwise indicated, the term “you” in these Rules shall mean the entrant in the “**Adult Competition**”, or in the case of an entrant under 18, the entrant in the “**Junior Competition**”. Any parent(s) or guardian(s) of a junior entrant is also bound by these Rules on behalf of that junior entrant.

If you will be 18 years old or over by 5 March 2024, you will be classed as an adult for the purposes of this Competition.

1) About the Competition

(1) Any contact with MMNT regarding the Adult Competition or the Junior Competition (unless specified otherwise below) should be via the following email address: photocomp@mh.im.

(2) The judges (the “**Jury**”) will be appointed by MMNT to select and award approximately 30 to 50 (thirty to fifty) entries from the Adult and Junior Competitions combined to be used in the Exhibition. Section 9 below sets out the specific license rights regarding the use of images given Awards.

(3) From those entries selected by the Jury from the Competition, the following awards will be given (the “**Awards**”):

- (i) Category Highly Commended;
- (ii) Category Winner;
- (iii) Wild Mann – Nature Photographer Overall Winner and
- (iv) Wild Mann – Junior Nature Photographer of the Year.

Images given Awards by the Jury will be displayed in Exhibition at the Manx Museum.

(4) The Competition and the resulting Exhibition at the Manx Museum of winning or highly commended entries may be sponsored by such organisation as chosen by us in our sole discretion, (the “**Official Sponsor(s)**”).

2) Entry to the Competition

(1) Entries must be received by midnight GMT on Monday 4 March 2024 (the “**Closing Date**”).

(2) The Competition is open from 8 September 2023. Anyone with a family member (i) involved in its organisation or judging; or (ii) employed by MMNT or any Official Sponsor(s) is precluded from entering the Competition.

(3) By submitting an entry to the Competition, you agree:

- (i) to abide by the Rules and ensure that your entry complies with the Rules;
- (ii) to maintain the highest standards in all matters relating to the Competition;
- (iii) not to do or say anything that does or might damage the reputation of the Competition, the Exhibition, MMNT, the Official Sponsor(s), or the other entrants;
- (iv) that you will be liable to us, MMNT and the Official Sponsor(s) in respect of any damages or losses incurred by those organisations as a result of a breach of the Rules by you; and
- (v) to provide any further reasonable evidence we request to verify your age, that you took the photo and (where applicable) that for junior entrants - the parent or guardian authorising your entry is entitled to act on your behalf.

(4) You are not permitted to submit images that:

- (i) feature farm animals, family pets, and/or cultivated plants; or
- (ii) breach any of the ethical obligations set out below.

(5) Any entry found not to comply with the Rules at any stage of the Competition may be disqualified. No allowances will be made in the event of disqualification and any prizes will be forfeited. If a breach has occurred, but is discovered after an award, then we may withdraw the relevant entry from the Exhibition and/or related activity and require the return or reimbursement of any prize already received. Any decision of ours relating to the Competition is final and binding and any negotiation is at the sole discretion of the organisers.

(6) Whilst the information in these Rules is correct, we, in our sole discretion but acting reasonably, reserve the right without prior notice to:

- (i) amend or vary the Rules;
- (ii) change the prizes in accordance with section 7 (7);
- (iii) decide whether any Competition award ceremony will be an event or carried out online only;
- (iv) waive breaches of the Rules; and/ or
- (v) cancel the Competition and terminate the contracts and licences created by these Rules.

3) The Adult Competition - Submission

(1) Entry form and the image must be submitted to photocomp@mnh.im via WeTransfer [here](#) no later than midnight GMT on Monday 4 March 2024.

(2) The Adult Competition consists of the following categories:

- (i) Plants and Fungi;
- (ii) Mammals;
- (iii) Birds;
- (iv) Invertebrates;
- (v) Land and Sea;
- (vi) Underwater and
- (vi) Macro.

(3) You can submit a maximum of five (5) images in total regardless of how many of the above categories you submit entries for.

4) The Junior Competition – Entry

(1) Entry form and the image must be submitted to photocomp@mh.im via WeTransfer [here](#) no later than midnight GMT on Monday 4 March 2024.

(2) The Junior Competition consists of the following categories:

(i) 10 Years and Under:

(ii) 11 – 14 Years;

(iii) 15 – 17 Years

(3) You can submit a maximum of five (5) images in total to the age category applicable to you (the junior entrant).

5) Ethical Requirements

(1) Any breach of these ethical requirements below will constitute a breach of the Rules.

(2) Your images must report on the natural world in a way that is both creative and honest and ethical:

(i) entries must not deceive the viewer or attempt to disguise and/or misrepresent the reality of nature;

(ii) caption information supplied must be complete, true and accurate; and

(iii) images must not portray captive, restrained, or manipulated animals, animal models, taxidermy animals, and/or any other animal being exploited for profit. The only exception is when reporting on a specific issue regarding the treatment of animals by a third party, in which case you must make clear that the animal was captive, restrained, a model or a taxidermy animal.

(3) You must not do anything to injure or distress an animal or damage its habitat in an attempt to secure an image. This includes flying (or flying a drone) too low or noisily over an animal – an animal's welfare must come first.

(4) You are responsible for ensuring full compliance with any applicable Isle of Man legislation (including in relation to drones) and for securing any relevant permits (which, in the case of any identifiable people in the portraits, will include the subject's permission) and which must be made available to us if we request it.

(5) Live baiting is not permitted, neither is any means of baiting that may put an animal in danger or adversely affect its behaviour, either directly or through irresponsible habituation. Any other means of attraction, including bird seed or scent, must be declared in the caption for the Jury and us to review.

(6) If we suspect that an entry has been achieved through cruel or unethical practices, including the use of live or irresponsible bait or in any way in breach of these Rules, the entry will be disqualified and we reserve the right to report you to the applicable authorities.

(7) If an entrant offers any inducement to the Jury or commits offence under the Bribery Act 2013 the entry will be disqualified and we reserve the right to report you to the applicable authorities.

6) Image Specifications

(1) Submissions must be in digital format but the original entry does not need to have been taken on a digital camera. High-quality scans of negatives are also acceptable.

(2) Digital files must be submitted as JPEGs, saved at a high-quality setting of at least 3000 pixels along the longest dimension or 180 pixels per inch (ppi). No borders, watermarks or signatures should be included.

(3) If your image is shortlisted for the final round of judging, original untouched JPEGs (with a range of 'before' and 'after' files available on request) will be required for checking. Ideally TIFF files are required for printing but the images should be at least 3000 pixels along the longest dimension at full resolution, and

match the colour and cropping of the JPEG submitted at entry. Please do not upscale. Files must not exceed 500MB.

(4) Any entry that cannot be authenticated or is not of an acceptable quality will be disqualified. We reserve the right to ask you to supply a range of 'before' and 'after' original files for any image that requires further authentication.

(5) Digital adjustments including tone and contrast, burning, dodging, cropping, sharpening, noise reduction, minor cleaning work (e.g. removal of sensor dust or scratches on transparencies/scans, removal of chromatic aberration), HDR, stitched panoramas, focus stacking are permitted providing that they comply with the Competition's principles of authenticity – a true representation of nature - so that they do not deceive the viewer or misrepresent the reality of nature, or what was originally captured by the camera.

(6) The following digital adjustments – but not limited to these – are not allowed: adding, moving or removing objects, animals or parts of animals, plants, people etc.; the removal of dirt, highlights, backscatter, bubbles, debris and similar; composites, painting the foreground / painting out the background.

(7) Caption information must be complete, true and accurate, and include a description setting out the behaviour observed; background story; exact location; if bait was used, and if so, of what nature (see section 5.5); and if the species is of scientific interest. Photographers are encouraged to keep captions concise – a maximum of 2,500 characters.

(8) You must not include your name in the caption or on the image itself. You must not include your name in the file data i.e. owner, copyright or creator fields. If you are not able to remove your name from these fields we will do this.

7) Judging, Awards and Prizes

(1) The Jury will consider the images according to judging criteria comprising: quality, composition, originality, narrative and ethical practice and will favour images that have not already been awarded in other competitions i.e. winner, runner-up, commended, honourable mention etc.

(2) Only category winners will be considered by the Jury for Wild Mann – Nature Photographer Overall Winner and they will win a prize up to the value of £250.

(3) During the Exhibition, people will be able to vote in the museum gallery for their favourite image until a week before the Exhibition closes. The entry with the most votes will be recognised as the People's Choice Winner.

(4) If you are successful in being chosen for the Exhibition, you will be notified and the result will be shared on social media.

(5) The prize is non-transferable. We reserve the right, at our convenience, to substitute the whole or part of the prize with an alternative of equal monetary value (but you shall not have any right to demand this). Please note that the prize must be claimed within one year of the notification of success, or if the prize has a fixed occurrence date then up to one (1) month prior to that occurrence date, or it will be forfeited (including any right to receive any substitute prize).

8) Publicity

You agree that, if your entry is selected by the Jury, you (including the junior entrants) will participate in reasonable amounts of related publicity and consent to the use of your name and likeness for the purposes of advertising, promotion and publicity of the Wild Mann – Nature Photographer Competition and Exhibition without additional compensation.

9) Intellectual Property Rights and Licence

(1) Any image you submit to the Competition must either be:

- (i) the original work of you or the junior entrant you are acting on behalf of; or
- (ii) submitted by you or the parent or guardian on behalf of the junior entrant.

(2) You or the junior entrant must either be the sole owner of the copyright in the entry(s) submitted or have secured the written permission of the copyright owner or any joint owners of copyright to submit the entry(s) into the Competition. A copy of any such written permission must be supplied to us on confirmation to you that your image has been shortlisted for an Award.

(3) Ownership of the copyright in any entry submitted to the Competition will remain with the copyright owner(s).

(4) In consideration for the chance to win an Award for an image you submit to the Competition, you hereby grant to MMNT the right to reproduce, publicise and exhibit that image in any medium (including but not limited to physical copies, electronic copies and on social media) to enable it to be judged for an Award by the Jury or a public vote.

(5) Only with regards to any image you submit that wins an Award, in consideration for the Award and without need of further payment unless stated otherwise, you hereby grant us, MMNT, and if necessary any agents acting on our behalves, the right during the Licence Period (as defined below) to:

- (i) reproduce and exhibit the image in the Exhibition in print or digital format;
- (ii) use the image in any medium (defined at clause 9(12)) to publicise and promote the Competition or Exhibition, without payment;
- (iii) sublicense any Official Sponsor(s) to use the image to promote and celebrate the Competition or Exhibition and their relationship to them in any medium (defined at clause 9(12));

(6) In consideration for the chance to win an Award for an image you submit to the Competition, you hereby grant MMNT the right to reproduce, publicise and exhibit that image in any medium (including but not limited to physical copies, electronic copies and on social media) to enable MMNT to utilise it for commercial opportunities to raise money for the [Biodiversity Fund](#). Examples include:

- (i) inclusion in merchandising associated with the Competition, or the Exhibition, and;
- (ii) third-party merchandise licensing.

(7) The licence period shall:

- (i) commence on the date you are notified of your Award and continue for a period five (5) years (the “**Licence Period**”); and
- (ii) after such period MMNT shall retain archive (electronic or otherwise) copies of the images but if we wish to use the images for any further purpose we will seek permission from you if you are 18 or over or otherwise from the parent or guardian acting on the junior entrant’s behalf.

(8) We, MMNT and any sublicensed organisations will, credit you or the junior entrant when using an image in accordance with these Rules. However, you agree, that we will not be liable to you or the parent or guardian, in the event of inadvertent omission of that credit.

(9) It is your responsibility to ensure that:

- (i) any images you submit have been taken with the consent of:
 - a. anyone who is identifiable in that image; or
 - b. the consent of their parent/guardian if they are under 16, and
- (ii) that those individuals have been advised:

- a. that the image may be submitted to the Competition; and
- b. that their photograph may be used in accordance with these Rules.

(10) You acknowledge that entry into the Competition does not grant any rights in relation to any names, logos or other intellectual property connected to or owned by us, MMNT or the Competition. You agree not to make any public statement using such names, logos or other intellectual property without our prior written consent.

(11) MMNT will take reasonable practical steps to make clear that copyright to the Exhibition images remains with the photographers, that the images are being used on licence and are not to be photographed, reproduced, copied, shared on personal social media accounts, etc., including labelling each image with '© [photographer's name]'. However, you acknowledge the inherent difficulties of this and therefore waive any right you may have (if any) to bring a claim against MMNT as a result of a failure to prevent members of the public taking or sharing photos of Exhibition images.

(12) The term "any medium" shall include but not be limited to any print, book, magazine, MMNT's stakeholder's communication, digital media, applications or social media channels.

10) Liability

- (1) Proof of electronic submission is not proof of receipt by us.
- (2) We cannot be held responsible for emails that do not arrive due to your email security settings or restrictions placed by your internet service provider. You must ensure that your settings accept emails from photocomp@mnh.im
- (3) Non-awarded digital entries submitted into the Competition will not be stored or returned by us after the names of awarded photographers are announced.
- (4) Except where expressly stated elsewhere in the Rules and to the fullest extent permitted by law, we will not be liable for any loss or damage suffered by you in relation to the Competition, the use of your entry in accordance with these Rules or the use of any prize. This exclusion shall include but not be limited to liability for any loss of or damage to any entry, liability for the misuse of images; and/or failure of any third party licensee to comply with the credit obligations in these Rules.

11) Data Protection

We will collect personal data about you (and the parent/guardian where applicable) at the time of registration, and as otherwise provided in order to administer the Competition, the Exhibition and/or all associated activities. For more information about how we and MMNT will process your personal data please see our Competition Privacy Notice here: <https://manxnationalheritage.im/wp-content/uploads/2023/08/MNH-Wild-Mann-Competition-Privacy-Notice.pdf>.

Our general Privacy Notice is here <https://manxnationalheritage.im/cookies-privacy/>

12) Events Beyond MMNT's Reasonable Control

We shall not be in breach of these Rules nor liable for delay in performing, or failure to perform, any of MMNT's obligations under these Rules if such delay or failure result from events, circumstances or causes beyond MMNT's reasonable control. In such circumstances, we shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 1 week, we may terminate the contract created by these Rules by giving you 14 days' written notice.

13) Entire Agreement

These Rules and any other webpages or documents incorporated into them constitute the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter, including but not limited to any advertising or promotional materials. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Rules.

14) Third Party Rights

Other than rights expressed as applying to us, MMNT or any Official Sponsor(s), the contract and licence created by the entrants submission in accordance with these Rules does not give rise to any third party rights under the [Contracts \(Rights of Third Parties\) Act 2001](#) to enforce any term of these Rules.

15) Law and Jurisdiction

The Rules shall be governed by and interpreted in accordance with Isle of Man law and the parties submit to the exclusive jurisdiction of the Isle of Man courts. This competition is administered by Manx Museum and National Trust.

Please take your photos responsibly and always follow: A Code for Birdwatchers and Photographers, Countryside Code and the Royal Photographic Society's Nature Photographer's Code of Practice. You can find more information here;

- <https://www.gov.im/categories/leisure-and-entertainment/walking/a-code-for-birdwatchers-and-photographers/>
- [https://www.biosphere.im/uploads/a1-posters-\(mounted-for-events\)final.pdf](https://www.biosphere.im/uploads/a1-posters-(mounted-for-events)final.pdf)
- <https://rps.org/media/1xcnsuga/the-nature-photographers-code-of-practice.pdf>

For work with species protected under the [Wildlife Act 1990](#) (section 16), a licence application form is available to download from the downloadable documents section on this page. Please include a note with as much detail regarding the issue as you can provide noting the time period of the issue to be licensed.

<https://www.gov.im/media/59888/application-for-a-licence-under-s16-of-the-wildlife-act-1990-and-curraghs-acquisition-act-1963-nov-19.pdf>

Photographs must be taken responsibly adhering to all Isle of Man Government guidelines. Respect must be given for local habitats, communities and business such as farmland and nature reserves where there may be local instructions in place for visitors, walkers and others enjoying the countryside.