



ASMP Model Terms & Conditions for Photo / Video Contests

Updated and Adopted – June 2023

Version 1

The **ASMP Model Terms & Conditions for Photo / Video Contests** (AMTC) seeks to identify and promote best practices for organizations who are hosting a photography or video-based competition, juried exhibition, or contest. The AMTC is designed to both meet the needs of the organizers and sponsors, and additionally maintain and promote the rights of the entrant.

To that end, below you will find a set of “Foundational Principles” that apply to all contests, and then the specific rules, terms, and conditions that apply to a particular contest. If you have any questions, please don’t hesitate to reach out to awards@asmp.org.

Foundational Principles

1. The entrant should at all times retain their copyright in the works submitted, and this copyright should not be divided, shared, granted, or otherwise apportioned to the Organizer or Sponsor.
2. Entrants should be asked to convey as few rights and permissions as possible to meet the needs of the Organizer or Sponsor. At a minimum, this includes limiting the use of entries for promotion specifically related to the event, or in support or description of the event.
3. Core prizes, entry fees, and categories should be detailed and itemized in the official rules.
4. Any post-contest monetization or sales of entries in any way, other than display use in relation to the contest, should be done in conjunction with the entrant, and proper licenses and compensation should be negotiated where appropriate.

**The Human Element:
A Photographic Portraiture Competition from TIME and ASMP**

(Updated with New Entry Dates - November 2023)

1. *General Information.*

Terms & Conditions

- 1.1. The Primary Administrator and Co-Organizer for this event is the American Society of Media Photographers (“Primary Co-Organizer”) with an address of 4 Embarcadero Ctr., Ste. 1400, San Francisco, CA 94111.
- 1.2. The Additional Co-Organizer for this event is TIME USA LLC (“Additional Co-Organizer”) with an address of 1095 Sixth Avenue, New York, NY 10036.

2. *Eligibility.*

- 2.1. This event is open to all adults above the age of 18, professional, enthusiast, or student, located worldwide.
- 2.2. Primary or Additional Co-Organizer Staff, Contractors, and their immediate families are not eligible to participate in the competition. For the purposes of clarity, both Primary and Additional Co-Organizer board members, if any, may participate.
- 2.3. Work created after September 1 of 2020 through the present is eligible to be submitted.

3. *Dates of the Event.*

- 3.1. General Entry Period – September 26, 2023 @ 12:00am EDT through November 14, 2023 @ 11:59pm EST.
- 3.2. Extended Entry Period – November 15 @ 12:00am EST through November 21, 2023 @ 11:59pm EST.
- 3.3. Judging Period – November 21, 2023 – January 7, 2024.
- 3.4. Winners Contacted / Verified – On or about January 10, 2024.
- 3.5. Winners Announced – On or about January 18, 2024.
- 3.6. Additional Entry, Judging, or Other Periods may be added at Primary Co-Organizer’s discretion.

4. *Theme.*

- 4.1. This juried competition is designed to celebrate the portrait, and those who create them. Any still image that fulfills the requirements of the categories listed below may be submitted.

5. *Categories & Divisions.*

5.1. There are five (5) categories in this event. The Categories are more fully described on the main descriptive webpage: <https://www.timeasmpphotocontest.com>.

5.1.1. Portraits in the World.

5.1.2. Portraits of Influence.

5.1.3. Portraits of Family.

5.1.4. Open Category.

5.1.5. Series Category.

5.2. Each of the five categories above will have two divisions: General and Student.

5.2.1. Those submitting to the “Student” division of each category must attest that they are currently enrolled in a post-secondary visual arts program as is customarily defined in the country of residency. If selected as a Student winner, entrant will be required to provide proof of such current enrollment, and if Entrant is unable to provide such proof, the entry will be disqualified.

5.3. The “Portraits of Influence” category requires the entrant to provide a short narrative description (up to 150 words) to help the judges understand how the person depicted has influenced the entrant.

5.4. The “Series” category allows for submission of between 3-6 images and requires a short narrative description (up to 150 words) to help the judges understand the relationship between the images.

5.5. The “Open” category includes, in part, portraits of any type created using any method or process, including generative AI, photo illustration, composites, etc. All images that have content created by generative AI technologies (including Dall-E, Midjourney, Adobe Firefly, etc.) and any other images that are traditionally termed "photo illustrations" should be put ONLY in this category. Entrant will be required to describe what techniques were used to create the final image (limited to 150 words).

6. *Prizes.*

6.1. In each of the five categories, first place and second place winners will receive a cash prize of:

6.1.1. First Place in Category (General) - \$1,000.00 USD

6.1.2. First Place in Category (Student) - \$350.00 USD

6.1.3. Second Place in Category (General) - \$500.00 USD

6.1.4. Second Place in Category (Student) - \$200.00 USD

- 6.2. From all non-first place or second place entries submitted, the Judges will further select ten (10) “Jury Selection” prizes and award \$100.00 USD to these winners.
- 6.3. The five First Place Student winners will additionally receive one 30-minute portfolio review at an agreed upon time with a member of the Photo Editor staff of TIME Magazine.
- 6.4. From the ten first place winners across all categories (including both General and Student divisions), the Judges will choose one “Best in Show” winner who will receive the “Best in Show Award Package” in addition to the first-place prize money. The Best in Show Award Package includes:
 - 6.4.1.1. \$5,000.00 USD. This prize amount is in addition to the category winning prize amount.
 - 6.4.1.2. Custom Three-Month Mentorship with the Photo Editors and Staff of TIME. No matter whether you are a seasoned professional seeking to have a direct communication with the Photo Editors at TIME to elevate your work and develop your body of work, or if you are an aspiring enthusiast who wants to have the best photo editors in the world help you take the next step, this prize is truly something money can't buy. The winner will work with the TIME Photo Department to help create a custom experience including critique, discussion, tips, and more.
 - 6.4.1.3. Paid Photo Assignment for TIME. During the course of the Mentorship, the Best In Show winner will be given an assignment for TIME like any of their world-class contributors. While publication cannot be guaranteed, the process of experiencing an assignment, paid of course, is as rare and unique an opportunity as exists.
- 6.5. All first-place winners will additionally receive the following:
 - 6.5.1. Lifetime Complimentary Membership to ASMP (General) or a three-year Student Membership to ASMP based on division won respectively.
 - 6.5.2. Unique, Personalized Award.
 - 6.5.3. Invitation for two to the ASMP Awards event to be held in 2024. (Travel expenses not included)
 - 6.5.4. Recognition and work featured on multiple platforms, including Time.com, ASMP.org, and Co-Organizers' selected social media channels.
- 6.6. All second-place winners will additionally receive the following:
 - 6.6.1. Unique, Personalized Award.
 - 6.6.2. Recognition and work featured on multiple platforms, including Time.com, ASMP.org, and Co-Organizers' selected social media channels.

6.7. One cash prize per person; winners may receive additional non-cash prizes. Winners must sign a release and license, as well as a declaration of eligibility, and will be responsible for paying any fees or taxes associated with the prize. All prizes are awarded “as is” and are non-transferable.

7. *How to Enter & Entry Fees*

7.1. All entries must be made online, through the Awards Portal accessible at **<https://www.timeasmpphotocontest.com>**.

7.2. All entry fees must be paid by the deadline for the entry to be considered valid. The entry fees are as follows:

7.2.1. General Single Image Entry (Portraits in the World, Portraits of Influence, Portraits at Home, Open Categories) - \$15.00 (\$22.50 Extended Entry Fee after November 7)

7.2.2. Student Single Image Entry (Portraits in the World, Portraits of Influence, Portraits at Home, Open Categories) - \$8.00 (\$12.00 Extended Entry Fee after November 7)

7.2.3. Series Entry (Both General and Student) - \$55.00 (\$82.50 Extended Entry Fee after November 7)

7.3. Current Members of ASMP and NANPA are entitled to a discount of 20% off all entry fees as applied through a discount code issued to them via the Primary Co-Organizer’s website. This discount must be applied prior to check out, and no retroactive discount will be applied if the proper discount code is not applied prior to check out.

7.4. Other discount codes may be issued at the Co-Organizer’s discretion.

7.5. Unlimited entries may be submitted in each category.

8. *Entry Guidelines & Specifications*

8.1. Entrants are responsible for the resolution of any legal issues that arise from their submitted works.

8.2. Entries may be disqualified at the Primary Co-Organizer’s discretion.

8.3. Entries may not contain:

8.3.1. Content that infringes on any laws or is defamatory or libelous.

8.3.2. Content that otherwise violates any laws.

8.3.3. Content that infringes on the copyrights, trademarks, or other intellectual property or rights of a third person or entity or violates rights of publicity or privacy.

- 8.4. Entries can undergo basic editing in popular software in all categories, with the exception of AI generated additions, which must be entered in the Open category.
- 8.5. Image specifications are as follows:
 - 8.5.1. Up to 5MB JPEG images may be uploaded as entries.
 - 8.5.2. The standard color space for judging will be sRGB.
- 8.6. Winning entrants will be contacted to provide high-resolution, print-ready images to Primary Co-Organizer. If these high-resolution images cannot be provided, Primary Co-Organizer may disqualify the entry at its discretion.
- 8.7. Winning entrants will be contacted to provide affirmation of the permission of the subjects depicted in the entry. If the entrant cannot provide proof of this permission, the entry may still be deemed a winner, but its future display will be limited to a recitation of winners in the contest, and entry will not be eligible for other, non-editorial, uses.

9. *Judging Information and Process*

- 9.1. After all images have been submitted at the close of the Entry Period the Judging Round(s) will begin.
- 9.2. Judges will holistically rate the images independently and based on the numeric ratings assigned to each image, the two entries with the highest average rating in each category will be assigned first and second place accordingly.
- 9.3. In the event of a numeric tie, the entries that are tied will be presented once again to the judges for further evaluation.
- 9.4. After all first-place winners are selected in each category, the ten first-place winners (five General and five Student) will be presented to the judges to choose a “Best In Show” winner.
- 9.5. The judges’ decisions are final and non-appealable.
- 9.6. All judging is blind with no indication to the judges who the author or creator of the work is.

10. *Entrant Rights & Use of Entries by Organizer and/or Sponsors*

- 10.1. At all times, Entrant retains the copyright to the work submitted and this right is not assigned, apportioned, or otherwise impinged by submission.
- 10.2. In return, the Entrant grants a non-exclusive license to Co-Organizers in accordance with the provisions below.

- 10.3. The Co-Organizers reserve the right to publish entries with credit information to their official websites, printed materials, social networking service accounts, or other platforms for promotion of the contest both now and in the future.
- 10.4. With the objective of publicizing the contest supporting the arts, the Co-Organizers reserve in perpetuity the non-exclusive right to publish, reproduce, make public, publicly transmit (via social media, the Internet, email newsletters, etc.), display, print, distribute, and adapt winning entries with the credit information on printed materials, websites, and official social networking service accounts without further compensation to or the additional prior consent of the winners. Such use will be always associated with the event, and entries will not be sold or otherwise used commercially without the permission of the entrant.

11. General Conditions and Disclaimers

- 11.1. Entry in the event constitutes agreement to the terms and conditions stated herein.
- 11.2. The Primary Co-Organizer reserves the right of final judgment concerning items not expressly stated in these Entry Guidelines. Entrants who do not consent to the Primary Co-Organizer's decisions may withdraw from the contest. All costs associated with withdrawal from the contest are to be borne by the entrant.
- 11.3. Please note that Co-Organizers may elect to suspend or postpone receipt of any or all entries if in its judgment the contest cannot be run smoothly, securely, or without affecting the fairness of the judging due to circumstances beyond its control, including but not limited to network failure, computer viruses, or unauthorized access to its servers.
- 11.4. Prizes may be changed without notice based on prize / product availability.
- 11.5. Although entries are handled with the greatest possible care, Co-Organizers will not bear responsibility for accidents, damage, loss, or other problems that occur during data transfer.
- 11.6. Entrants are required to obtain the prior permission of the persons who are portrayed in their works or who hold the copyright or other intellectual property rights to the works, or the items portrayed therein. Entrants also agree to fully indemnify Co-Organizers and bear all responsibility for any complaints or objections that arise in relation to the above.
- 11.7. Entrants agree to fully indemnify Co-Organizers and bear all responsibility for any third-party complaints or objections concerning copyright or other intellectual property-right infringement or damages arising from submitted works.
- 11.8. These rules will be construed in accordance with the laws of the United States of America, and any controversy or claim arising out of or relating to this Agreement and the rights of the parties will be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved

through mediation as provided herein, then it will be submitted to JAMS, or its successor, for final and binding arbitration in accordance with the laws of the State of Texas, USA.

- 11.9. The contest is void where prohibited or restricted by law. Co-Organizers reserve the right to cancel the contest or modify these rules at its discretion. In the event of a dispute regarding the winners, Co-Organizers reserve the right to award or not award the prizes in its sole discretion. Co-Organizers reserve the right to disqualify any entrant whose entry or conduct appears in any way to: inhibit the enjoyment of others; tamper with the competition; violate these rules or other applicable law or regulation; infringe on the rights of third parties; or act in an unsportsmanlike or disruptive manner. **Decisions of the Primary Co-Organizer are final and binding.**