

Terms and Conditions of Entry VONOVIA AWARD FÜR FOTOGRAFIE 2022

1. Competition

- 1.1 To promote photography and contemporary photographic art, Vonovia SE has set up a competition entitled VONOVIA AWARD FÜR FOTOGRAFIE.
- 1.2 The competition will feature a theme, announced in advance. Awards can be won for three photographic entries, each entry comprising between six and twelve photographs in a specific category; the winners (first, second and third places) will be determined by a jury. In addition, the organiser is inviting submissions for a Best Young Talent (Nachwuchspreis) which will also be determined by the jury.

2. Contestants

- 2.1 The VONOVIA AWARD FÜR FOTOGRAFIE is open to the following potential entrants:
 - 2.1.1 Professional photographers:
All professional photographers, photographic designers and artists who earn most of their income (i.e. more than 50%) from photography or from agency work relating to photography and/or who can demonstrate that they are holders of a training certificate or degree either in photography or in a discipline related to the photographic sector. The organiser may ask contestants to provide proof of their professional photographic work. If a person is unable to provide such proof, the organiser reserves the right to exclude the relevant entry from the competition.
 - 2.1.2 Young photographic talents:
All photographers in vocational training, at university or in their first two years of work or working as photographic assistants. Young photographic talents must be no older than 26 years when making their submissions for the competition. If a contestant succeeds in the competition, they must provide appropriate documentary proof upon request.
- 2.2 For the purpose of this competition, entrants may only be natural persons, not legal entities such as companies, clubs or associations.
- 2.3 A photographic series must not be submitted if it was produced or completed more than three years before the date of submission for the competition; likewise, individual photographs must not be included within a series if they were submitted for a previous VONOVIA AWARD FÜR FOTOGRAFIE or if they previously won an award in a different photo competition that is or was of significance within the photographic industry. Should a submitted entry receive an award elsewhere between the date of submission and the award ceremony, the relevant contestant shall notify Vonovia immediately. The final decision on eligibility is held by the jury, and clause 4.3 shall be applicable accordingly.
- 2.4 Each contestant may submit no more than one photographic series.

- 2.5 Participation in the VONOVIA AWARD FOR PHOTOGRAPHY is free of charge.
- 2.6 Participation is not open to employees of Vonovia SE or any of its affiliated enterprises, and neither is it open to direct family members or to employees or jury members (see clause 4) or their direct family members.

Furthermore, persons may be excluded from the competition if they violate these Terms and Conditions of Entry. This is the case, in particular, if a contestant has provided false information or gained an advantage through tampering. In such cases, if necessary, awards may subsequently be withdrawn and demanded back.

- 2.7 The organiser reserves the right to reject any images that violate statutory provisions or these Terms and Conditions of Entry.
- 2.8 If a person seeking to enter the competition has doubts about their eligibility, they shall contact the project team of the VONOVIA AWARD FÜR FOTOGRAFIE at award@vonovia.de, so that the latter can obtain a final decision about that person's eligibility.

3. Theme of the competition

- 3.1 The 2022 competition is highlighting the theme of HOME in all its facets. Young talents and professional photographers are invited to submit photographic series on the subject of HOME, describing and interpreting this subject as an artistic scenario, a conceptualisation or a photographic documentary. This makes them seismographs of social change, opening up new perspectives, and providing food for thought on today's questions about identity and everyday reality.
- 3.2. Each entry submitted for the VONOVIA AWARD FÜR FOTOGRAFIE must comprise at least six and no more than twelve individual photos. Each individual photo must form part of a series. The photographs must follow a specific concept and show how the photographic series relates to the thematic area. The written concept must form part of the submitted entry. It must be submitted in either German or English and must be no more than 1,000 characters in length (see clause 8).

4. The jury

- 4.1 The bestowal of awards will be decided by an independent expert jury comprising members from the areas of photography, journalism, art and culture, education and the property sector.
- 4.2 The jury members for the relevant awards will be published on the organiser's website (award.vonovia.de). If jury members are prevented from serving in this capacity, the organiser reserves the right to replace them with other suitable persons at short notice.
- 4.3 Decisions of the jury cannot be contested. There can be no recourse to legal action.

5. Awards and distinctions

- 5.1 Determination of nominees and winners

After shortlisting 25 nominees in the category *Best Photo Series* – the professional photographers' category – the jury shall choose three winners for the VONOVIA AWARD FÜR FOTOGRAFIE, and the jury shall also choose one winner out of eight nominees in the category *Best Young Talent*.

5.2 Presentation of awards to the winners

To present the awards to the winners, Vonovia SE shall hold an event for which it shall invite all the shortlisted nominees in both categories. At this event, each winner shall be announced individually, their name being mentioned and the submitted entries being displayed. To give the award ceremony a dignified setting, the nominees will be asked to attend the event in person. Should a nominee be prevented from attending (e.g. due to sickness and/or a holiday), they are of course permitted to send a deputy.

5.3 Awards / distinctions

5.3.1 The winners in both categories shall each receive a cash prize and a certificate confirming their place. The VONOVIA AWARD FÜR FOTOGRAFIE will take the form of cash prizes totalling EUR 42,000*. They will be distributed as follows:

Category: <i>Best Photo Series</i>	First place:	EUR 15,000
	Second place	EUR 12,000
	Third place:	EUR 10,000
Category: <i>Best Young Talent</i>		EUR 5,000

5.3.2 Each nominee shall receive a certificate confirming their participation and nomination. To recognise their entry, each nominee – with the exception of the winners – shall also receive a flat fee*of EUR 500. This fee shall be deemed to cover any expenses spent on participation in the award ceremony.

* Position-specific monetary awards are not taxable, pursuant to the German VAT Application Regulations (UStAE), section 1.1, paragraph 24.

6. Announcements

6.1 The entries of the winners and nominees in both competition categories will be published online – either in the image gallery or on the press page of award.vonovia.de.

6.2 The organiser is entitled, but under no obligation, to use documentation of the award (submitted photos, series of photos, brief profiles of photographers) for its own purposes and for the purpose of PR work (including printed and social media, etc.), as well as for presentations, exhibitions and other events in its own premises and in third-party premises as well as in publications.

For the aforementioned purposes as well as for the purpose of passing the entries on to third parties, for archiving the same in digital storage media and for their publication on websites, the shortlisted nominees (i.e. nominees in both categories, including the winners determined among them) shall grant Vonovia SE an unlimited and transferable right of use. The rights of use of the remaining contestants shall continue for six months from the end of the submission period (see clause 7).

A selection of nominated and winning entries shall also be used in creating the aforementioned website. The organiser and its cooperating partners may also use a selection of winning entries in announcing and communicating the VONOVIA AWARD FÜR FOTOGRAFIE.

- 6.3 Whenever Vonovia companies publish the VONOVIA AWARD FÜR FOTOGRAFIE, the contestants shall be mentioned by name, specifying their first names and surnames.
- 6.4 Each contestant shall – by way of anticipation – give their consent to the aforementioned uses and shall transfer to Vonovia SE the required rights of use (which may also be transferred to third parties in the form of sublicences).
- 6.5 The organiser is entitled, but under no obligation, to create photographic records, video recordings and textual records about the photo series of each of the award winners and their entries. The winners shall also be generally available for interviews and statements.
- 6.6 In the event of publications by the trade press and other media, the names of contestants and the names of their photo series will be passed on to the media in which they are to be published, on the proviso that those names, too, will be published (see also clause 9.5). Any publication of winning entries in the media is free of charge for the media. On this point, too, the contestants shall declare their consent by way of anticipation. The organiser accepts no liability towards an entrant.
- 6.7 Contestants are permitted to mention their participation in the VONOVIA AWARD FÜR FOTOGRAFIE in subsequent media reports on their entries.

7. Submission period

The submission period for the VONOVIA AWARD FÜR FOTOGRAFIE 2022 shall begin on 1 April 2022 and shall close on 30 June 2022 at midnight (CEST). To submit an entry, each contestant shall use the online application form prepared by the organiser for this purpose and shall submit their entry in its entirety in a specific digital format (see clause 8). Incomplete documents and forms of submission other than those specified in the Terms and Conditions of Entry will not be accepted by the organiser and will not be considered.

8. Uploading and storage of data and privacy policy

- 8.1 Contestants must complete the online registration form at award.vonovia.de, available under the menu item “Anmeldeformular” (registration form). This includes completing all the boxes marked as required and accepting the Terms and Conditions of Entry. Submission can only be made with a valid email address.

Each contestant will receive a confirmation email with an activation link to check the validity of their email address (double opt-in procedure). Once a contestant has clicked the activation link, they are guided through the remaining submission procedure and will eventually receive an email providing them with the upload form.

- 8.2 When submitting an entry, contestants must proceed as follows:

- Upload at least six and no more than twelve individual photos (see clause 8.3.1), forming part of a photo series on the theme of the competition.
- Ensure that each photo in the series has a file name under the following naming conventions: Title of series_ consecutive number (e.g. Title_1/Title_2/Title_3)
- Ensure that all photos in the series, the concept of the series and a brief biography are presented in a separate PDF file, summarised as follows:

- Page 1 must show all the photos in the series.

- Each of the subsequent pages must have one individual photo. The order of the photos is to be decided by the contestant.
 - On the subsequent pages, describe the concept underlying their entries.
 - The last page must contain a brief biography, specifying the photographer's place of birth, place of residence, training (institution and degree, diploma, etc.), career and information about important entries and awards received so far (see also clause 3.2).
 - The document must be written in such a way that it does not permit any conclusions about the contestant's identity (anonymity).
 - Ensure that, in total, the PDF file has at least nine pages and no more than 15 pages. A common limitation of PDF files is 10 MB, which must not be exceeded.
- 8.3 Submission must be digital, regardless of the format in which the photographs were taken.
- 8.3.1 The individual photos must initially be submitted as jpg files (300 dpi and 2,500 pixels on the long side). The jury will accept all imaging techniques and image design techniques, provided that they serve to convey the message expressed in the photograph.
- 8.3.2 The entries will be assessed by the expert jury (see also clause 5.1). Where necessary, printouts will be created by the organiser for this purpose.
- 8.3.3 Communication media will be produced from the entries of the winners and of the shortlisted candidates for the purpose of communicating the competition and the types of use that have been granted (see clause 6). To this end, the winners and the nominees will be requested to submit the relevant high-resolution files of their entries in due course. The contestants shall warrant that the relevant files are available and that they will be supplied in the best possible format (TIFF files with LZW compression or further levels).
- 8.3.4 Printouts of the entries of winners and shortlisted candidates will be made (see clause 8.3.2) for their designated purposes, and once they have served those purposes, they will stay with the organiser for its in-house documentation of the award history. Such stored entries can be used for a special event or anniversary (e.g. after five or ten years), requiring separate consent from the relevant winners or shortlisted candidates. Contestants are not entitled to printouts being issued to them.
- 8.3.5 Smooth uploading makes it necessary to use a web browser that supports HTML 5, with JavaScript enabled. Should a contestant's browser not meet these requirements, they will receive an appropriate error message and a link presenting a selection of all common browsers with free update options. Free updates are also possible directly via the following link: <http://www.browser-update.org/en/update.html>
- 8.4 As we need to process the personal data of contestants, would contestants please note the relevant Privacy Policy for the VONOVIA AWARD FÜR FOTOGRAFIE 2022. <https://award.vonovia.de/de-de/datenschutz>

9. Copyrights and rights of use

- 9.1 By taking part in the competition, each contestant warrants that he or she is the sole author of their competition entry, that they may freely dispose of the entry and of the rights of use associated with the same and that the entry is free from third-party rights. Should legal disputes arise in this regard, the contestant shall indemnify the organiser in this respect.

- 9.2 Each contestant must ensure that he or she has obtained the consent of any depicted persons and of any owners of rights on depicted works of fine art or applied art and any authors of images forming the basis for entries submitted for the competition and involving editing or modification; such consent must refer to the publication and use of the images, including journalistic exploitation within the parameters of this competition, and must be available in a verifiable form. For verification purposes, Vonovia reserves the right to ask each contestant to provide declarations of consent from persons photographed (see below, clause 10).
- 9.3 Contestants are liable for any damage caused to the organiser of the VONOVIA AWARD FÜR FOTOGRAFIE and or the publishing media (see clause 6.6) through an instance where the required third-party consent has not been provided or where other third-party rights are preventing the use of entries. Each entrant shall indemnify the organiser and/or the publishing media against all claims, including claims for damages, legal costs, lawyers' and court fees, which third parties assert against the organiser and/or the publishing media on account of an infringement of their rights. Each entrant shall support the organiser and/or the publishing media in the event that such a claim is brought forward by a third party, in particular by providing the information required for a defence.
- 9.4 By participating in the competition, contestants shall grant the organiser the rights of use required for the purposes specified in clause 6 ("Publications") and clauses 8.3.2 and 8.3.3. In return for the granting of these rights of use, contestants shall be given the opportunity to take part in the competition and shall also be permitted to refer to their participation in the VONOVIA AWARD FÜR FOTOGRAFIE in subsequent media reports on their entries. Contestants shall not receive any usage fees over and above the money specified in these provisions.
- 9.5 In addition, contestants shall authorise the organiser to pass on the image data of submitted entries to third parties commissioned by the organiser (agencies, contractors such as printers, etc.) in connection with the VONOVIA AWARD FÜR FOTOGRAFIE for the purposes (e.g. PR work) specified in clause 6 ("Publications") and clauses 8.3.2 and 8.3.3.
- 9.6 The organiser is aware that in order to use photos over and above the rights of use granted herein, it must obtain express permission from the relevant contestants and, if applicable, pay them the usual and appropriate licence fees for such use, which the organiser shall agree upon separately with the contestants. Any rights not affected by clauses 9.4 and 9.5 shall continue to remain with the contestants.

10. Data protection compliance of competition entries

By participating in the competition, each contestant warrants and shall be liable to ensure that the use of their entries for the purpose of this competition and also their later use (see clause 6) will not violate data protection law and that, if applicable, any affected data subjects have given their necessary consent. Vonovia may require contestants to submit such declarations of consent for verification purposes and, if declarations are missing or inadequate, Vonovia may exclude the relevant entries from the competition. Regardless of the foregoing, contestants are liable for all damage incurred by the organiser of the VONOVIA AWARD FÜR FOTOGRAFIE and/or of the publishing media (see clause 6.6) through a breach of data protection law. contestants shall indemnify the organiser and/or the publishing media against all claims, including claims for damages, fines, legal costs and lawyers' and court fees, which third parties may assert against the organiser and/or the publishing media. They shall assist the organiser and/or the publishing media in the event that such a claim is brought forward by a third party, in particular by providing the information required for a defence.

11. Liability

Vonovia accepts no liability for the loss of images that have been submitted. contestants are reminded that it is their own responsibility to back up the files of the submitted entries on their own storage media.

Bochum, 15 March 2022