



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.

“2024 Best Of...”
The Flagship Members-Only Juried Competition from ASMP

Terms & Conditions

1. *General Information.*

- 1.1. The Primary Administrator and Organizer for this event is the American Society of Media Photographers, Inc. (“Primary Organizer”) with an address of 4 Embarcadero Ctr., Ste. 1400, San Francisco, CA 94111.

2. *Eligibility.*

- 2.1. This event is open to all current members of ASMP or NANPA, who are adults above the age of 18, located worldwide.
- 2.2. To be eligible for prizes, the Member must remain a Member in good standing from the time of image submission through the final announcement of the winners.
- 2.3. Primary Organizer Staff, Contractors, and their immediate families are not eligible to participate in the competition. For the purposes of clarity, Primary Organizer board members, if any, may participate.
- 2.4. All submissions must have been created on or after January 1, 2019.

3. *Dates of the Event.*

- 3.1. Early Entry Period – February 27, 2024 @ 12:00am ET through March 8, 2024 @ 11:59pm ET.
- 3.2. General Entry Period – March 9, 2024 @ 12:00am ET through March 31, 2024 @ 11:59pm ET.
- 3.3. Extended Entry Period – April 1, 2024 @ 12:00am ET through April 10, 2024 @ 11:59pm ET.
- 3.4. Judging Period – On or about April 11, 2024 – May 15, 2024.
- 3.5. Winners Announced – On or about May 25, 2024.
- 3.6. Additional Entry, Judging, or Other Periods may be added at Primary Organizer’s discretion.

4. *Theme.*

- 4.1. This juried competition is designed to honor the work of our Members in all the forms it takes.

5. *Categories & Divisions.*

5.1. There are fourteen (14) categories in this event.

- 5.1.1. Architecture / Interiors
- 5.1.2. A.I.
- 5.1.3. Beauty / Fashion
- 5.1.4. Conceptual / Altered
- 5.1.5. Corporate / Industrial
- 5.1.6. Fine Art
- 5.1.7. Food / Still Life
- 5.1.8. Personal Projects
- 5.1.9. Portraits
- 5.1.10. Lifestyle
- 5.1.11. Sports / Adventure
- 5.1.12. Wildlife
- 5.1.13. Nature / Landscape
- 5.1.14. Travel

5.2. Each of the categories above will have two divisions: *Single Image* and *Series*.

5.2.1. Series Division entries will allow for up to five images that are thematically tied together to be submitted in a single entry.

5.3. For the **Wildlife and Nature / Landscape Categories**, and any other category that would include animals or depict the natural world, the following specific rules apply:

5.3.1. Photographs of animals in the wild are favored over those in controlled conditions. Images of game farm animals are not accepted. Game farms are defined as private for-profit operations whose primary income is generated from hiring out captive animals for photography, videography and filmmaking. **Use of live bait to attract or control subjects is not allowed.** Wild species of flora and fauna are preferred over domestic plants and animals. Entries must indicate “captive,” if applicable. See NANPA’s [Captioning Guidelines](#) for further details.

5.3.2. Images should represent truthful behavior and natural events. Follow NANPA’s [principles of ethical field practices](#).

6. *Awards.*

6.1. In each category and division, the judging panel will evaluate the image(s) holistically and rank the images via a numeric scale or in a ranked choice method.

6.2. Based on the scoring, the top ranked image in each category and division will be named a “1st Place Award Winner”.

- 6.2.1. At the end of the Judging Period, a final review of all 1st Place Winners in all categories and divisions will be ranked to determine one “Best in Show” winner.
- 6.3. The next two highest-scoring entries will be named a “Judge’s Choice” Award Winner in that category and division.
- 6.4. In total, there will one (1) Best in Show Winner (selected from the 1st Place Winners), 28 1st Place Award Winners (1/ea. For each Category and Division combination) and 56 Judge’s Choice Winners (2/ea. For each Category and Division) for a total of 84 winning entries.
 - 6.4.1. While all 1st Place Awards will be issued, if a given category and division have fewer than 15 entries total, the Judge’s Choice awards will be issued at the Judge’s discretion, which could include award two, one, or zero winners in any given Category and Division.
- 6.5. All first-place winners will receive the following:
 - 6.5.1. One (1) Printed Copy of the “Best Of... 2024” Sourcebook.
 - 6.5.2. Custom Award Coin featuring the Name and Year of the Contest.
 - 6.5.3. Invitation for two to the ASMP Awards event to be held in 2024-25. (Travel expenses not included)
 - 6.5.4. Recognition and work featured on multiple platforms, including ASMP.org, and Organizer’s selected social media channels.
- 6.6. All Judge’s Choice winners will receive the following:
 - 6.6.1. One (1) Printed Copy of the “Best Of... 2024” Sourcebook.
 - 6.6.2. Custom Award Coin featuring the Name and Year of the Contest.
 - 6.6.3. Recognition and work featured on multiple platforms, including ASMP.org, and Organizer’s selected social media channels.
- 6.7. Additional prizes may be added to the pool during the competition entry period and will be announced on the main contest page at asmp.org/awards.
- 6.8. All Entries will receive at least one written comment from at least one of our judging panel.
- 6.9. 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.asmp.com/awards>.

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

7.2.1. Single Image Entry - \$25.00 / Entry

7.2.2. Series Entry - \$55.00 / Entry

7.3. Alternative Entry Fee Periods

7.3.1. Early Entry Period – During the Early Entry Period noted in Section 3 above, all Entries will be eligible for a **20% Discount**.

7.3.2. Extended Entry Period – During the Extended Entry Period noted in Section 3 above, all Entries will be priced 50% higher than during the General Entry Period.

7.4. Volume Discount – No matter the category or division entered, and in all Entry Fee Periods, entries submitted will be eligible for a **Volume Entry Discount of 15%** for all entries after the first five.

7.4.1. Example – If an Entrant submits 9 entries total, Entries 1, 2, 3, 4, and 5 will be priced at the regular fees above, and Entries 6, 7, 8, and 9 will have a 15% Volume Discount automatically applied.

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 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 Generative A.I. additions, which must be entered in the A.I. category. If any images are found to have been created in whole or in part by generative A.I. technologies and are not submitted in the A.I. category, they will be disqualified without notice.
- 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. Each Entry will be judged by a subset of the entire judging panel, but in no event fewer than three independent judges.
- 9.3. Each Entry will receive at least one written comment from at least one member of the judging panel but may receive more comments at the sole discretion of the judges.
- 9.4. The judges' decisions are final and non-appealable.
- 9.5. 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 Organizer in accordance with the provisions below.

- 10.3. The Organizer reserves 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 Organizer reserves 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 Organizer reserves the right of final judgment concerning items not expressly stated in these Entry Guidelines. Entrants who do not consent to the Primary 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, Organizer 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 Organizer and bear all responsibility for any complaints or objections that arise in relation to the above.
- 11.7. Entrants agree to fully indemnify Organizer 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. Organizer reserves the right to cancel the contest or modify these rules at its discretion. In the event of a dispute regarding the winners, Organizer reserves the right to award or not award the prizes in its sole discretion. Organizer reserves 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 Organizer are final and binding.**