
WIPO PHOTOGRAPHY PRIZE FOR INDIGENOUS PEOPLES AND LOCAL COMMUNITY YOUTH 2021-2022

THE RULES

1. DEFINITIONS

- 1.1. WIPO: The World Intellectual Property Organization (WIPO) is a specialized agency of the United Nations. It has 193 Member States, and it is headquartered in Geneva, Switzerland. WIPO's mission is to lead the development of a balanced and effective global intellectual property ecosystem to promote innovation and creativity for a better and more sustainable future for all.
- 1.2. Participant: the individual who enters a submission under the present rules (the Rules).

2. PURPOSE

- 2.1. The WIPO Photography Prize refers to a photography competition open to individuals of indigenous peoples and local communities located in one of WIPO's Member States on the theme of *Climate Change and Climate Action: Mother Earth through our Lenses* (the Competition).
- 2.2. Through the Competition, WIPO aims to celebrate and make widely known the creativity of young members of indigenous peoples and local communities, as well as raise awareness among them on how copyright can be used by them to protect the creativity expressed in their photographs. The theme of the Competition is *Climate Change and Climate Action: Mother Earth through our Lenses*. The entries would allow indigenous peoples and local community youth to express themselves on this issue of immense global significance.

3. GENERAL

- 3.1. By entering the Competition, the Participant acknowledges having read and understood these Rules and agrees to be bound by them.
- 3.2. WIPO may amend these Rules at any time. Any amendments to these Rules will be posted on the Competition Platform. Unless stated otherwise, amendments shall take effect immediately upon their publication.
- 3.3. The Competition is free to enter.
- 3.4. All Participants' personal information will be used by WIPO under the Personal Data and Privacy Policy.

4. ELIGIBILITY

- 4.1. The Participant is eligible to participate if the individual complies with the following conditions:
 - 4.1.1. The individual is a member of an indigenous people or local community located in one of WIPO's Member States, and
 - 4.1.2. The individual under 30 years old on the closing date for Submissions.
 - 4.1.3. If the participant is not of legal age (e. g. 18 years old), authorization to participate in the Competition from the parent(s) or legal guardian(s) is required.
- 4.2. All submissions must be received by WIPO by 16h00 (Geneva time) on January 22, 2022.
- 4.3. A Participant may only enter one submission.
- 4.4. Two or more individuals may not enter a combined submission.
- 4.5. Employees of WIPO, the Judges (referred to below) and their respective relatives are not eligible.
- 4.6. At any point of the Competition, if the Participant does not comply with one of these requirements, the Participant will be considered ineligible.

5. SUBMISSION PROCESS

- 5.1. The Participant must enter a complete submission before the Closing Date for Submissions via the Competition Platform (the Submission). The Submission must contain all the following elements:
 - 5.1.1. A single submitted photograph which relates to the theme *Climate Change and Climate Action: Mother Earth through our Lenses*.
 - 5.1.2. Complete all the required fields on the provided submission form.
 - 5.1.3. The Photograph must comply with the following conditions:
 - 5.1.3.1. The Photograph must not have been recognized and/or awarded by another photographic competition.
 - 5.1.3.2. The Participant is the sole author of the Photograph, meaning that the Participant made the Photograph.
 - 5.1.3.3. The Participant holds all rights in the Photograph, as referred to in Section 9. Photographs that have been previously published may not meet this condition and may be adjudged ineligible therefore.
 - 5.1.3.4. The Photograph must not include watermarks or any other similar markings.
 - 5.1.3.5. The Photograph should be in JPG, JPEG or PNG formats.
 - 5.1.3.6. The Photograph should be in the best resolution possible. For example, minimum size in pixels: 3500 x 2480 or A4 page or 8 1/2" x 11".
 - 5.1.3.7. The Photograph can be in color(s), monochromatic, or black/white.
 - 5.1.3.8. The Photograph can have been digitally enhanced (such as light, contrast, filters). However, all elements must be 100% photographic with no additional elements, that is the photographs do not include or exclude elements digitally. For example, the photographs should not include or exclude objects, people, images, text, other photos, drawings, collage, etc.
 - 5.1.4. Attach one document in Arabic, Chinese, English, French, Russian, Spanish or Portuguese with all of the following elements:
 - 5.1.4.1. Title of the photograph (the Title).
 - 5.1.4.2. A brief description by the Participant of how the photograph is related to the theme and how it expresses the Participant's feelings about the theme (a document in Word or PDF of under 200 words) (the Story) or a video in MP4 of under 1 minute accompanied by a written transcript.

- 5.1.4.3. A brief personal textual profile of the Participant, written by the Participant (under 200 words) (the Bio).
- 5.1.4.4. One profile photo of the Participant, not smaller than 1MB and no larger than 5MB in JPG, JPEG formats (the Profile Photo).
- 5.1.4.5. A brief description by the Participant of the indigenous people or local community to which the Participant belongs, including the way(s) in which the Participant is involved in the community (under 200 words) (the Affiliation).
- 5.1.4.6. The full name, email address, postal address, telephone number, indigenous people or local community of the participant, location, and country of the Participant.
- 5.1.5 Date and place in which the Photograph was taken.
- 5.1.6 General equipment used to take the Photograph, e.g., tablet, camera, mobile phone.
- 5.2 Short-listed candidates or potential winners may be asked to provide a letter of support from their indigenous people or local community, such as an organization or other representative body, confirming that the Participant is a member of the indigenous people or local community.
- 5.3 Together the Photograph, the Title, the Story, the Bio, the Profile Photo and the Affiliation are collectively referred to as the "Submission Documents".

6. ADMISSION PROCESS

- 6.1. WIPO will review and decide, in consultation with the Judges referred to below, if the Submission complies with all the requirements stated in the present Rules.
- 6.2. WIPO's decision over the admission of the Submission is final.
- 6.3. WIPO may decide to remove without previous notice any Submission from the Competition if the Submission does not comply with the present Rules.
- 6.4. A Submission containing any infringing, threatening, false, misleading, abusive, harassing, libelous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic, or profane content will be rejected.
- 6.5. Accepted Photographs will be published by WIPO on the designated Competition Platform together with the Participant's full name and the Submission Documents. Accepted Photographs will be judged during the judging period according to the Schedule in Section 8.
- 6.6. The Judges will be five in total who are internationally recognized indigenous photographers and other persons knowledgeable on climate change and/or biodiversity conservation with suitable experience in judging and reviewing photographic competitions.
- 6.7. The Photographs shortlisted by the Judges will be announced according to the Schedule in Section 8 on the website and the Competition Platform.
- 6.8. The winners will be announced according to the Schedule in Section 8 on the website and the Competition Platform. The judges will decide the final number of winners.
- 6.9. From among the shortlisted Photographs the judges will select the winning Photographs.
- 6.10. The decision of the Judges is final.
- 6.11. Photographs will be judged according to their adherence to the theme, expression of theme, overall impact, originality, creativity, artistic expression, personal expression, visual appeal, among others. The Story accompanying each Photograph will also be taken into account.
- 6.12. The Photographs will be judged on a technology-neutral basis, that is, without considering the use of professional or special equipment.
- 6.13. The Photographs will not be judged by assessing the Participant's professional experience or background or writing skills (in so far as the Story is concerned).

7. AWARDS

- 7.1. For the winning photographs, the photographers will receive one or more of the following awards:
- 7.1.1. Professional photography equipment and related software licenses of a value of up to US\$3,000.00;
 - 7.1.2. Photography training and mentoring opportunities;
 - 7.1.3. Other kinds of training on cultural entrepreneurship and life skills; and/or
 - 7.1.4. Publication of the photographs on WIPO's website and possibly other media and various forms of acknowledgement and recognition.
- 7.2. Depending on the number of entries received, the judges and WIPO will decide the precise number of winners and the nature and allocation of awards accordingly. Details will be provided as soon as possible.
- 7.3. Winners will be notified by email within 10 days of the decision of the Judges. Awards are non-transferable. Winners may be subject to, and would be responsible for payment of, tax on the value of the prizes in their home country.

8. SCHEDULE

WIPO will make its best efforts to follow the Schedule of the Competition as indicated below.

Open for Submissions	August 12, 2021
Closing Date for Submissions	January 22, 2022
Communication to Participant of acceptance of Submission	Estimated within six weeks upon the receipt of the Submission
Publication of accepted Photographs and Submission Documents	From time of acceptance of Submission until closing date of the Platform (tentatively until the end of 2022)
Judging period	January 22, 2022 until March 22, 2022
Announcement of the shortlisted Photographs	March 22, 2022
Announcement of the winning Photographs	April 22, 2022

9. INTELLECTUAL PROPERTY

- 9.1. The Participant acknowledges, warrants, and represents that:
- 9.1.1. The Submission does not violate any copyrights, trademarks, patents, trade secrets, industrial designs, distinctive signs, contractual obligations, including indigenous peoples' customary law that protects traditional knowledge and/or traditional cultural expressions, or any other intellectual property rights or other proprietary rights of any third-party.
 - 9.1.2. The Submission does not violate any person's rights of privacy, including but not limited to names or other characteristics identifying celebrities or other public figures, living or dead.

- 9.1.3. The Photograph was taken in a cruelty-free environment without harming or threatening to harm any person, animal, or plant.
- 9.1.4. Any individuals identified or identifiable in the Photograph have consented to being included as shown in the Photograph, for the purpose of entry into the Competition and the license granted to WIPO in clause 9.3 below.
- 9.1.5. The indigenous people or local community has, if required by them, consented to the use and/or display traditional knowledge and/or traditional cultural expressions in the Photograph. The same applies to the use and/or display in the photographs of (i) the likeness, image and/or name of any deceased member of the indigenous people or local community and (ii) any sacred, secret or sensitive content.
- 9.1.6. All other relevant permissions must have been obtained.
- 9.2. WIPO does not obtain nor claim any copyright ownership rights in the Photographs or the Submission Documents.
- 9.3. Participants hereby grant to WIPO a non-exclusive, non-commercial, royalty-free, and worldwide license as from the date of Submission and for two years after the announcement of the winners, to use, publicly display, exhibit, reproduce, distribute, communicate to the public, broadcast, translate, and store, their Photograph in any format, medium or form. Any such uses by WIPO shall be solely for the purpose of its educational, promotional, and capacity-building work as a specialized agency of the United Nations (the Purpose) and related archive use. WIPO shall not make commercial use of the Photographs and/or the Submissions.
- 9.4. Participants grant WIPO the same license as that referred to in Clause 9.3 to use the Submission Documents provided the use of these Documents is made in conjunction with the Participant's Photograph, and is for the Purpose mentioned in Clause 9.3 above.
- 9.5. WIPO will attribute the Participant whenever it uses the Participant's Photograph and the Submission Documents. The Participant agrees and consents to WIPO using their name and likeness in any communication or publication or advertising of the Competition and/or the Photograph, without any compensation or notice.
- 9.6. WIPO will make reasonable efforts not to compromise the integrity of the Photograph. No changes, edits, or alterations will be made to the Photograph and Submission Documents without the prior written consent of the Participant, except for reasonable changes to the Photograph for the medium in which the Photograph is used.
- 9.7. When using, displaying, or reproducing a Photograph, WIPO will make an attribution in respect of traditional knowledge and traditional cultural expressions in a Photograph in accordance with paragraph 9.1.5 above.
- 9.8. Participants are advised that basic information on copyright is available on the Competition Platform and are encouraged to study that material before making a submission.
- 9.9. Participants will in due course be offered free virtual training on copyright and collective management of rights, as well as on the relationship between intellectual property and traditional knowledge and traditional cultural expressions.

10. GENERAL DISCLAIMER

- 10.1. While WIPO makes every effort to ensure that its Competition Platform and online services are free of any software virus, it cannot guarantee that they are free from any or all software viruses. WIPO is not responsible for any loss or damage howsoever caused by the use of its Competition Platform.
- 10.2. WIPO will not be held responsible for any unauthorized use made by a third party of the Photograph.

10.3. Nothing in or relating to these Rules shall be deemed or interpreted as a waiver of any of the privileges and immunities accorded to WIPO as an international organization and a specialized agency of the United Nations.

10.4. WIPO may cancel the Competition at any time.

11. DISPUTES

Any dispute relating to these Rules shall be referred to and finally determined by arbitration in accordance with the UNCITRAL Rules, then in force. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The place of arbitration shall be Geneva.