# **Terms and Conditions**

# Participation in the Photo Laureate Exhibition for the Saint Petersburg Month of Photography

# Clarification of terms used:

Saint Petersburg Month of Photography, also called SPMOP, organization – The Organization The Saint Petersburg Month of Photography event – The Event The photographer submitting photographs – The Participant The selected photographers – The Nominee The photographer selected as the winner – The Photo Laureate

#### 1. General Conditions

- a. Submission of portfolios for this contest automatically implies acceptance of these terms and conditions
- b. The Participants in the contest are not entitled to make any claim to the Organization (financial or otherwise), other than determined by these conditions
- c. The digital submission form must be filled out completely and truthfully
- d. Persons involved in the Organization and/or the Jury are excluded from participation
- e. A previous Photo Laureate is excluded from submitting a portfolio for 5 years after receiving the title
- f. A previous Photo Laureate Nominee is allowed to submit a new portfolio, as long as it does not contain any of the photographs previously used for a Photo Laureate Exhibition

# 2. Entries

- a. Entries, i.e., portfolios, can only be delivered digitally via the form on the website of SPMOP: www.spmop.org
- b. All entries must bear the name, address and e-mail address of the creator
- c. The Organization reserves the right to refuse entries that do not comply with these terms and conditions. The Organization can, but is not obligated, to elaborate on this
- d. Entries can, i.e., be refused if:
  - i. The photos in the opinion of the Organization are contrary to the law, may incite an offense, are discriminatory or offensive to third parties, or the privacy of third parties is affected disproportionately
  - ii. The submitted photos contain clear and conscious elements of commercial advertising
- e. Submitting portfolios is only possible until (and including) March 14, 2026. Photos

- submitted after this deadline will be rejected. These portfolios will not be judged or used but will also not be returned
- f. The portfolios must be submitted in low-resolution pdf files
- g. After the selection process the Nominees must send the full-resolution files of their photos, with the following specifications: 300 dpi, longest side 25 cm. For this, the Nominees will be contacted by the Organization before **March 31, 2026**
- h. If the Nominee requires a particular color profile, they must clearly mention this with the delivery of the full-resolution files
- If the Nominee does not deliver the photos according to the specifications mentioned in article 2.g., within fourteen days after they were requested to do so by the Organization, it may lead to exclusion of the competition
- j. The Organization is committed to maintaining the quality of the photos after submission. Participants cannot hold the Organization responsible for any quality loss of the photos

# 3. Special Conditions for Participation

- a. Participants must submit a portfolio with a minimum of four photos and a maximum of ten. This may either be a series or individual photos that can be presented as a series
- b. If a photographer is nominated, they may be requested to supplement the submitted photos to a maximum of ten photos. Delivery should be according to the terms under article 2.g. and 2. i
- c. The photos may be in color or in black and white
- d. In addition, the portfolio must contain a bio and artist statement or description of the work. These texts must be in English and must count no more than 400 words in total
- e. The Participant is a resident of the Tampa Bay area, which consists of the following counties: **Pinellas, Hillsborough, Pasco, Polk, Sarasota and Manatee**
- f. By entering this contest, the Participant agrees that when they are selected as the Photo Laureate for 2026, they will commit themselves:
  - i. to produce a body of work that reflects Tampa Bay and all its inhabitants
  - to have a body of work that reflects the entire year from May 2026 until March 2027
  - to use their own creativity and ideas and not copy other people's creative work
  - iv. to send photographs taken for this project to the Organization in mutually agreed upon time frames throughout the year to be promoted on social media and website
  - v. to present all their photographs by the (to be determined) deadline to the Organization for the Saint Petersburg Month of Photography in May 2027
  - vi. to participate with the Organization in creating a well-thought-out and properly produced final exhibition for the Saint Petersburg Month of

Photography in May 2027

- g. In return to the Photo Laureate's commitments posted in 3. f. the Organization is committed:
  - i. to help the Photo Laureate throughout the year with input, answering questions, and giving information
  - ii. to produce the final exhibition by supplying financial aid for printing, framing, and installation of the photographs, within reason, mutually agreed upon between Photo Laureate and Organization, in the best cost-efficient/quality ratio
  - iii. to coordinate the production of the final exhibition with the Photo
  - iv. to promote the Photo Laureate's progress throughout the year on social media and website

#### 4. Additional Conditions

- a. The Photo Laureate will use their own camera and supplies to create the Photo Laureate photographs
- b. The Organization has the right to cancel the Photo Laureate exhibition at any time without financially compensating the Photo Laureate
- c. The Organization will try to prevent cancellation of the exhibition within reason and inform the Photo Laureate about the reason for cancellation on time and in good faith
- d. The Photo Laureate will try to prevent cancellation of the exhibition within reason and inform the Organization about the reason for cancellation on time and in good faith
- e. When either the Organization or the Photo Laureate believes canceling the exhibition is the only option, they will discuss in good faith and with mutual understanding how to proceed and/or end the agreement between the Organization and Photo Laureate

## 5. Judging Process Photo Laureate

- a. The Jury is composed of a minimum of three persons, all of whom are working in the field of photography, who are either part of the Organization or asked by the Organization to participate
- b. Judging of the entries shall be conducted based on the following criteria:
  - i. Technical quality
  - ii. Originality
  - iii. Creativity
  - iv. Storytelling
  - v. Relevance
- c. The Jury may, but has no obligation to, elaborate on its judging to the Participants or the public

- d. The Jury shall be provided with the information supplied by the Participant and judging shall be done only by means of the assessment of the submitted photos
- e. The Jury will select five photographers for participation in the SPMOP Photo Laureate Nominee Exhibition and will also select an overall winner, who will be named Photo Laureate of 2026. The selected photographers will be personally informed. The overall winner will be announced during the Saint Petersburg Month of Photography on a to be determined date and time
- f. The Organization can ask the selected photographers to provide details on their submitted photos or their work and approach. The selected photographers can also be asked for their resumes and/or biography
- g. After the selected photographers have been made officially known, a photographer no longer has the right to withdraw their participation in the SPMOP
- h. The selected photographers agree to a public exhibition of their work, as well as publication on the SPMOP website (http://spmop.org) and social media, the SPMOP guide, and other publications related to the Event during the Event, without further compensation or conditions
- i. The decision of the Jury is final based on the criteria outlined in these terms and no correspondence will be included in this decision

# 6. Copyrights and Use

- a. The Participant must be the creator (definition in accordance with the U.S. Copyright Law Title 17) of the submitted photos. The Participant is fully liable should a submitted photo in any form infringe copyright, portrait rights, or any other rights of a third party
- b. For a photo in which a person is recognizable, the Participant makes sure that the said person has given permission (definition in accordance with the U.S. Copyright Law Title 17) for submission and further use of the photo
- c. Should a submitted photo be created within the framework of a commission and/or employment, the Participant will make sure that the client has consented to submission and further use of the photo(s)
- d. The Participant warrants that they are the rightful claimant to the copyright of the submitted photos. In case of liability because of (alleged) violation of rights of third parties regarding the photo whether its copyright or other rights the Participant shall safeguard the Organization against such liability
- e. The copyright of the photos submitted lies in all cases with the Participants
- f. Entering this competition in no way involves any transfer of this copyright
- g. The Participant has in all cases the right to attribution with each publication of their photo, via any media. By mentioning the name, the copyright sign is used as much as possible
- h. The Organization has the right to publish the submitted work of the selected

photographers in an Event report or in promotional publications within two years after the Event. For the work of the Photo Laureate, this term is five years. Participants may not request further compensation or other conditions. For printed media (books, magazines, brochures, etcetera), the publication date should be within the said period of two years; for the work of the overall winner, this term is five years

- i. For any use of the photographs other than in the context of the Event itself (as described above), the Organization, other stakeholders, or third parties of the Event, must ask the Participant for permission. In this context, the Participant is free to request a fee or stipulate any other conditions that they deem appropriate
- j. The festival Organization, the Jury, or any other third party may not tamper in any way with any photo(s) submitted by the Participant without their explicit consent, not even in the context of festival reports or promotional publications
- k. Digital entries will be removed from the database of the Organization or otherwise destroyed within two years of the festival. For the work of the Photo Laureate, this term is five years. The Participant will not receive notifications about this
- Printed exhibited photos will, if specifically indicated or via mutual agreement, be returned (at the expense of the Participant) or destroyed within two months after the event

#### 7. Personal Data

- a. The Saint Petersburg Month of Photography ensures that all personal data provided to it by the Participant in the competition is handled in accordance with the General Data Protection Regulation
- b. Personal data collected by the festival Organization is stored in a file. Where necessary for the Organization of the festival, the competition, and communication with the Participant, personal data will be ethically processed and shared internally within the Saint Petersburg Month of Photography, regarding the Participant's Privacy
- c. By accepting these terms and conditions the Participant, in case they are selected by the Jury as one of the five selected photographers, grants permission to the Organization for the external publication of their name, nationality, and/or country of residence, education and website, their participation, their selection, the result of the contest and information the Participant shares with the festival Organization. The external publication will exclusively be for the purpose of publications by the Saint Petersburg Month of Photography and for promotion of the Event in newspapers, radio, television, and the internet

## 8. Miscellaneous

- a. The Organization does not have the right to modify these terms and conditions during the period the competition is running (December 15, 2025, until March 31, 2026) unless they are required to do so based on the law. In this case, any changes will be communicated immediately to the involved parties
- b. In case a conflict should arise resulting from or related to these terms and conditions both the Organization and the relevant Participant shall endeavor to resolve the conflict without interference from the court. If no solution can be reached in mutual consultation, mediation will be the next step in resolving the conflict
- c. United States law applies to these terms and conditions. In the event of a conflict resulting from or related to these terms and conditions and legal proceedings are initiated, the conflict shall be submitted to the exclusive jurisdiction of the Florida courts
- d. The Organization cannot be held responsible for theft of or damage to the exhibited photos during the festival