



RULES OF THE CARIBAEA INITIATIVE WILDLIFE PHOTOGRAPHY CONTEST

Caribaea Initiative is pleased to present its photography contest entitled "*CARIBAEA INITIATIVE WILDLIFE PHOTOGRAPHY CONTEST*" dedicated to showcasing the wildlife of the Caribbean islands (hereinafter referred to as the "**Contest**")!

This Contest offers you the opportunity to highlight the unique beauty of the region's wildlife. Whether you are an amateur or an experienced photographer, join us in celebrating the diversity of Caribbean wildlife. Share your best shots and contribute to our mission of conserving the natural heritage of the insular Caribbean.

ARTICLE 1 – Purpose and Acceptance of the Rules

The terms and conditions of the Contest organized by the CARIBAEA INITIATIVE association are provided in these rules (hereinafter referred to as the "Rules").

The Rules are available for viewing and downloading at any time in PDF format on the CARIBAEA INITIATIVE website at the following address: <https://www.caribaea.org/> (hereinafter referred to as the "Website"). The Rules can also be sent free of charge by email to anyone who requests them by contacting CARIBAEA INITIATIVE at the following email address: photocontest2025@caribaea.org.

By simply participating in the Contest, participants accept these Rules in full and without reservation.

ARTICLE 2 – Organizer Identity

The Contest is organized by:

THE CARIBAEA INITIATIVE ASSOCIATION, registered with the French National Directory of Associations (RNA) under the number W132004642 and identified under the SIRET number 81133454900045, located at Le Raizet, 37 rue Jean Jaurès, 97139 LES ABYMES, Guadeloupe (hereinafter referred to as the "**Association**").

ARTICLE 3 – Participant Conditions

3.1 The Contest is open to both professional and amateur photographers who meet the following conditions (hereinafter referred to as the "**Participant**"):

- Be a **legal entity** acting through an individual with the authority or required authorization to participate in this Contest, or
- Be a **natural person** of legal age (18 years) with full legal capacity at the time of registration for the Contest;

Participants, who may reside anywhere in the world, must have access to an internet connection and possess a valid and accessible email address at all times during the Contest period.

3.2 Individuals who do not meet the conditions outlined in Article 3.1, as well as the following individuals, are excluded from participation in the Contest:

- Officers and, in particular, members of the Board of Directors and the Scientific Council of the Association;
- Employees of the Association;

- Members of the Contest Jury;
- Family members of the persons mentioned above.

3.3 Only one entry per legal or natural person is allowed during the entire Contest period. It is prohibited for the same Participant to enter the Contest with multiple email addresses or to participate on behalf of another person.

3.4 The Association reserves the right to request verification from any Participant and to ask the Participant to justify compliance with the above conditions.

Any person who does not meet the conditions or refuses to provide proof will be excluded from the Contest and, in the event of winning, will not be entitled to their prize.

ARTICLE 4 – Duration

The exact dates and duration of the Contest are specified on the Website. The Contest begins on December 10, 2024. The deadline for submitting Photographs is set for March 30, 2025, at 11:59 PM (AST, Guadeloupe time).

The Association reserves the right, after the scheduled dates, to extend the Contest under the same conditions. In such a case, the new dates of the Contest will be displayed on the Contest page of the Website.

ARTICLE 5 – Modalités de participation

5.1 Participation Terms

To participate in the Contest, the Participant must pay the Registration Fees and have either a bank account that allows foreign currency transfers (euros or US dollars) or a PayPal account.

The participation fees depend on the Participant's status as a member or non-member of the Association and are set as follows (hereinafter referred to as the "**Registration Fees**"):

- **Basic fee:** The basic participation fee is set at ten (10) euros (including tax) for all Participants, subject to the following specifics:
 - **For non-members of the Association:** payment of the basic participation fee allows the submission of only one (1) Photograph
 - **For members of the Association:** payment of this basic participation fee allows the submission of up to three (3) Photographs maximum.
- **Additional photographs:** Any Participant, whether a member or non-member of the Association, may submit additional Photographs, up to a total of ten (10) Photographs, for an additional fee of five (5) euros (including tax) per additional Photograph submitted.

Anyone wishing to join the Association (starting at 10 euros including tax for a basic membership, free for students and junior aged less than 18 years old) is invited to visit the Website before registering for the Contest.

The Registration Fees must be paid via PayPal, credit card, or bank transfer and must be received by the Association at the time of the Participant's registration. The payment reference must include the Participant's full name and the mention "Photo Contest."

Otherwise, the photo submissions will not be considered as part of the Contest.

Full payment instructions, including the Association's bank account details, are available on the Contest page of the Website.

Registration Fees are non-refundable, except in the case of a transaction error that prevents the Participant's Photographs from being submitted.

5.2 Description of the Photographs

Participation in the Contest is based on submitting photographs that strictly comply with the conditions set forth below (hereinafter referred to as the "**Photographs**").

Any Photograph that does not meet these criteria will be disqualified.

5.2.1 Theme

Participants are invited to capture the rich diversity of the wildlife of the insular Caribbean. Submitted Photographs should highlight the beauty, distinctive characteristics, and ecological importance of wild animal species thriving in their natural habitats across the region, regardless of habitat type (terrestrial, freshwater, marine, etc.).

Participants are encouraged to depict a wide range of species, from the rare and elusive to the common and charismatic. Whether it is a solitary individual, a group of the same species, or a dynamic interaction between different species, all representations of Caribbean wildlife are welcome.

All Photographs must depict wild animals photographed in their natural environment in the insular Caribbean. The insular Caribbean is defined as the area comprising all the states and territories of the Caribbean islands, including the Bahamas, the Turks and Caicos Islands, the Cayman Islands, and the Antilles (Greater and Lesser Antilles, including Trinidad and Tobago and the ABC islands).

Images of pets, captive animals, and domesticated animals are not permitted.

All Photographs must show respect for the subject and the environment. Images that were made while disturbing, staging, or damaging the animal or environment are not permitted. On suspicion of disturbance, staging, or damage to nature, the image will be automatically excluded from participation in the Contest.

5.2.2 Format

Photographs taken with digital devices, including digital cameras, smartphones, and camera traps, are accepted. Scans of slides, negatives, and analog images are not accepted.

All submissions, without exception, must be sent in digital format with the following specifications:

- All images must be submitted in JPEG format.

The Jury may, at its sole discretion, request the original files from the Participant to verify authenticity, particularly for pre-selected Photographs. All RAW files (e.g., *.NEF, *.CRW, *.CR2, *.PEF) as well as original JPEG files straight from the camera are accepted.

- The minimum resolution for a Photograph must be 3000 pixels on the longest side.

The Photograph must be suitable for large-format printing (e.g., 80 x 120 cm). Photographs must not exceed 5 MB in size and 7500 x 7500 pixels in dimension. Participants will be required to submit a high-resolution image suitable for printing if their Photograph is selected.

5.2.3 Permitted Editing Techniques

General adjustments, such as contrast, saturation, sharpness, white balance, black and white conversion, and removal of vignetting, are allowed as long as they are done in moderation and retain the original character of the Photograph.

The following techniques are not allowed in the Contest:

- Use of artificial intelligence;
- Addition of elements to the image;
- Removal of red eyes;
- Multiple exposures;
- Removal of elements from the image, except for sensor spots or distracting elements representing less than 3% of the image.

Overall, manipulated images that are clearly exaggerated will be disqualified. It is up to the Jury, at its sole discretion, to decide on this disqualification.

No reference to the photographer's name must appear on the Photographs.

5.3 Submission of Photographs

To participate in the Contest, Participants must submit their Photographs no later than March 30, 2025, at 11:59 PM (AST, Guadeloupe time) to the following dedicated email address: photocontest2025@caribaea.org.

Participants must also include their mobile phone number as provided during registration, including the appropriate international dialing code for international calls (e.g., +33, +509, etc.).

If a Participant wishes to withdraw from the Contest, it is their responsibility to inform the Association within thirty (30) days following the submission deadline so that their Photographs may be withdrawn from the selection. However, such withdrawal cannot occur beyond this period once the printing or distribution of communication materials has begun.

5.3.1 File Names and Details

When submitting Photographs, Participants must ensure that file names strictly follow the format:

Lastname_Firstname_Number (e.g., "Doe_John_1; Doe_John_2," etc. for multiple photos).

File names must not contain any special characters (e.g., "#" or "<>") or punctuation (e.g., "!", "?", or "."). Spaces must be replaced by underscores (_). File name extensions must be separated by a dot (.) and cannot exceed four characters.

Each Photograph must be accompanied by a description in the submission email, which must include the following information:

- File name;
- The vernacular and/or scientific name of the species depicted (if known);
- The location where the photo was taken;
- The date the photo was taken.

Additionally, technical details (type of device used, lens) and a title for the Photograph are encouraged.

5.3.2 Originality

Subject to compliance with the provisions set out in Article 8 of the Rules, Participants must declare that the Photographs (i) are original, (ii) have not already received awards or recognitions in international contests, and (iii) have not been previously published in nature or wildlife magazines.

Participants may enter the same Photographs into other photography contests. However, if a Photograph receives an award or is published between the submission deadline and the announcement of the Contest results, the Participant must immediately inform the Association. The Association does not have exclusive rights to the submitted Photographs.

ARTICLE 6 – Designation of Winners

At the end of the Photograph submission deadline, the Photographs submitted by Participants will be evaluated by a jury appointed by the Association (hereinafter referred to as the "**Jury**").

The Contest Jury is composed of professional photographers, wildlife conservation experts, qualified Association staff, and philanthropists. Each member of the Jury brings a wealth of experience and expertise to the evaluation process.

The Jury will assess all Photographs based on criteria such as originality, aesthetic appeal of the Photograph, adherence to the contest theme, and the conservation relevance of the image. It is specified that the selection criteria are solely at the discretion and responsibility of the Association.

The Jury's decisions are final and binding, and no correspondence will be entered into with Participants regarding, in particular, the deliberation process.

ARTICLE 7 – Prizes and Announcement of Winners

7.1 Prizes

At the end of the Contest, the Jury will designate twenty-five (25) winners who will receive the following prizes based on the Jury's ranking (hereinafter referred to as the "**Winners**"):

- The top three (3) Winners in the ranking will receive the following prizes:
 - First Prize: €2000
 - Second Prize: €800
 - Third Prize: €300

These prizes will be awarded via bank transfer. However, they may be awarded by check exclusively for Winners residing in France.

- The next twenty-two (22) Winners in the ranking will receive an honorable mention.

All Winners will also receive a certificate of distinction, and their Photographs will be exhibited at the *Caribaea Initiative Research & Conservation Conference* scheduled for June 2025 in Martinique, organized by the Association.

7.2 Announcement of Results

The Contest results will be publicly announced on June 02, 2025, on the Website and on the Association's social media platforms.

The Winning Participants will also be contacted and informed of their prize by email and/or phone.

7.3 Prize Distribution

After the announcement of the results, the Association will award each Winner their prize according to the organizational arrangements indicated on the Association's Website.

If one of the Winners does not respond to the Association's communications (email and/or phone) within one (1) month of the award decision, the prize will be forfeited, and another Winner will be selected according to the ranking established by the Jury.

In this context, the Association cannot be held liable if a Winner fails to acknowledge the Contest results via their personal email due to (i) technical issues beyond the Association's control or (ii) the Winner not checking their email or phone.

ARTICLE 8 - Intellectual Property

8.1 The Participant declares and guarantees that the Photographs submitted as part of their participation in the Contest are original creations of which they hold all copyright.

The Participant affirms that they are the sole legitimate owner of the Photographs and hold all rights and authorizations necessary to participate in the Contest (including reproduction, representation, and usage rights).

The Participant assumes full responsibility in the event of any infringement of third-party rights, and any resulting consequences will be borne solely by the Participant. The Association disclaims all liability in this regard. As such, the Participant agrees to indemnify the Association for any damages it may suffer and to pay any costs, charges, and/or awards it may be required to bear as a result.

8.2 Participants retain all copyright over their Photographs and remain free to exploit them.

Winners expressly grant the Association a non-exclusive, royalty-free license for the Photographs that received one of the prizes mentioned in Article 7.1, worldwide, for a limited period of two (2) years from the announcement of the prizes, to fix, reproduce, distribute, and communicate to the public the Photographs, on all media and by all means known or unknown to date, foreseeable or unforeseeable, including:

- On all media, including printed, electronic, digital, IT, multimedia, of any nature whatsoever, and by all tangible or intangible processes, existing or future, foreseeable or unforeseeable;
- Through all media, networks, and means of dissemination, of any nature whatsoever, existing or future, foreseeable or unforeseeable, including, but not limited to, physical exhibitions, electronic communication networks, particularly the internet (fixed or mobile), social media such as the Website, the Association's Facebook pages and groups, and Instagram account, television broadcasting by all means (terrestrial waves, cable, satellite, DTT, free-to-air, pay-TV, subscription, pay per view), or display.

The decision to use or not use the Photographs is left to the sole discretion of the Association.

As such, the Association reserves the right to use the Photographs for promotional purposes, including exhibitions, websites, and social media, always crediting the photographer's name and/or pseudonym in accordance with applicable legal obligations. The Winner expressly agrees to this.

In particular, the Winner acknowledges and agrees that all Photographs may be:

- Presented at the next *Caribaea Initiative Research & Conservation Conference* or any other exhibition and charity event in which the Association participates;
- Published on the Website and the Association's social media;

- Reproduced in the Caribaea Initiative 2025 yearbook published by the Association, which may be distributed for promotional purposes.

8.3 Participation in the Contest does not entitle Participants to any form of compensation, reimbursement, or financial remuneration by the Association for submitting the Photographs or for the use of the Photographs by the Association.

The Participants consider themselves fully satisfied with their rights and acknowledge that they cannot claim any remuneration of any kind for the creation of the Photographs and the exploitation of the rights referred to herein, as this license is granted to the Association free of charge.

8.4 The Participants whose Photographs have been selected or awarded are authorized and encouraged to communicate about their distinction or the Contest, provided they mention the Association and include a link to the Website, subject to any technical constraints related to these modes of communication.

ARTICLE 9 – Protection of Personal Data

9.1 The Association has implemented a personal data protection policy accessible at any time on the Website, whose details are outlined in the section "Personal Data Protection Charter" (hereinafter referred to as the "**Charter**"). Participants are encouraged to read it.

9.2 For the sole purpose of organizing and conducting the Contest, the Association may collect and process information relating to Participants considered as personal data in accordance with applicable regulations, namely: *"any information relating to an identified or identifiable natural person; an 'identifiable natural person' is a person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person"* (Article 4 – 1 of the GDPR) (hereinafter referred to as "**Personal Data**").

Participants' Personal Data is collected and processed by the Association in compliance with applicable regulations, in particular, the French Data Protection Act No. 78-17 of January 6, 1978, as amended, and Regulation (EU) 2016/679 of April 27, 2016, on the protection of natural persons concerning the processing of personal data (hereinafter "**GDPR**").

Personal Data is recorded and used by the Association solely for the purposes of recording participation in the Contest and enabling the allocation and awarding of prizes.

9.3 In accordance with the Charter, Participants may, at any time, view, modify, or delete the Personal Data collected in connection with the Contest by contacting the Association at the following email address: contact@caribaea.org.

If no response is received or if the Participant believes that their request to exercise their rights has not been processed or addressed within the legally prescribed timeframes, they have the right to file a complaint with the CNIL:

- **By following the procedure indicated on their website:** <https://www.cnil.fr/fr/plaintes>
- **By postal mail:** CNIL - Complaints Service - 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07

Participants may object to the processing of their Personal Data. However, Participants requesting the deletion of their Personal Data during the Contest acknowledge that their participation will be automatically terminated, as registration is mandatory for participation. In such cases, no refund of participation fees will be issued.

ARTICLE 10 – Liability

10.1 The Association reserves the right, if exceptional circumstances require it, to shorten, extend, modify, or postpone the Contest, without any compensation to Participants. Any modification or adaptation of the Rules, as well as any interruption or modification of the Contest, will be announced by the Association on the Website through the page dedicated to the Contest.

10.2 The Association may cancel or suspend all or part of the Contest if it appears that fraud has occurred in any form whatsoever. In such a case, the Association reserves the right not to award prizes to the fraudsters and/or to pursue the perpetrators of such fraud before the competent courts.

10.3 The Association shall not be held liable:

- in cases of *force majeure* as defined in Article 1218 of the French Civil Code (an external, unforeseeable, and irresistible event);
- for damages resulting from errors in the contact information provided by Participants (typing errors or omissions by the Participant);
- in the event of a technical failure of the Website and/or delays in receiving registrations.

More generally, the Association shall not be held liable for any kind of harm (personal, physical, material, financial, or otherwise) incurred by the Participant during their participation in the Contest.

ARTICLE 11 – Language

The Rules are written in French and translated into English. In case of any discrepancy between the French version and any other translated version of the Rules, only the French version shall prevail and be binding between the parties.

ARTICLE 12 – Applicable Law – Jurisdiction

12.1 The Rules are governed by and subject to French law.

12.2 In case of a dispute concerning the interpretation and execution of the Rules, the Association will seek an amicable resolution of the dispute with the Participant(s).

If an amicable resolution cannot be reached, any dispute arising from the validity, interpretation, or execution of the Rules will be submitted to the competent courts designated according to the rules of French civil procedure.

Article 13 - Contact and Information Requests

For any questions or requests concerning the Contest, the Association can be contacted directly at the following address: photocontest2025@caribaea.org.