



Imagining a Cleaner Future: Lesotho Youth Photo Competition Terms & Conditions

1. Terms and conditions applicable to the EU Lesotho Youth Competition conducted by the Delegation of the European Union in Lesotho ("**Promoter**").
2. This Competition will run from 8:00am on Monday 9 October 2023 to 12pm on Thursday 9 November 2023. Entries received after the closing date will not be considered. The winners will be announced on the Facebook page on 27 November 2023 and they will also be informed directly via direct message.
3. A copy of these Competition rules ("the Rules") is available on the competition Google Form and will be applied and interpreted by the Promoter and their decisions regarding any disputes relating to the competition.

WHO CAN ENTER?

4. The competition is open to citizens of Lesotho between the ages of 18 – 35
5. Participants must reside in Lesotho during the period of the Competition up until the redemption of the prize ("**Participants**" / "**you**" / "**your**").

HOW TO ENTER

6. Youth from the ages of 18 – 35 wishing to participate in the competition are invited to take photos using their own (or their parents) cellphones and smartphones. The photo competition aims to harness the power of photography to capture the beauty of Lesotho's landscapes and rivers while imagining a cleaner, plastic-free future.
7. The competition comprises three categories, allowing participants to express their unique perspective:

Theme: "Imagining a cleaner future"

Land: entrants can capture the impact of pollution on land showcasing the need to protect Lesotho soil.

Water: This category encourages participants to explore and photograph different aspects of Lesotho waters. The emphasis will be on water means to local communities and the impact of pollution on them.

People: Participants can also showcase the connection between natural landscapes and people. Sustainable land management, water collection, waste collection, traditional practices, and ceremonies, or other activities that revolve around land and water can be displayed. Entrants are encouraged to submit their photos with their name, age, address, village, title of picture, date and location where the picture was shot.

8. Each participant is allowed a maximum of one entry per category.
9. Only original work can be submitted by the respective author/participant

10. Entries will be submitted to a dedicated Google Form (link to be supplied)
11. Photos can be taken on mobile phones or cameras
12. No photographic experience is required
13. The competition will be open for submissions for a 1 month period
14. Entries must be submitted by the Participant themselves and not by a third party on the Participant's behalf
15. Winners will be officially announced on 27 November 2023

PRIZES

16. 3 cash prizes are up for grabs for 1st, 2nd and 3rd prize:

L750 (first prize)
L500 (second prize)
L250 (third prize)
17. The Promoter together with its agent Grounded Media, will arrange for delivery of the prizes to the winners

DETERMINATION OF THE WINNER

18. The winners will be adjudicated by a panel including photography expert and partner representatives and announced on the Promoter's social media platforms
19. The winners will be contacted by a representative of the Promoter via direct message within 5 (five) working days or as soon as reasonably possible after the adjudication has taken place
20. The Promoter will make 3 (three) attempts within 7 (seven) working days of the draw taking place to contact and notify the selected winner telephonically on the contact details provided by the winner. If the selected winner cannot be contacted personally after 3 (three) attempts or fails to respond to the notifications, or the winner fails to provide the Promoter with the required information to hand over the prize within the period specified in paragraph 311 below, the winner will forfeit the prize and a replacement winner will be selected from the names drawn from remaining qualifying participants.

This process shall continue until the winner has been successfully contacted and the prize has been awarded in terms of the Competition rules.

CONSUMER PROTECTION AND DATA PRIVACY

21. Nothing in these terms and conditions is intended to, or must be understood to, unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the Participant or the Promoter in terms of the Consumer Protection Act.
22. By entering, a Participant acknowledges that personal information about the Participant will be shared with the Promoter and their agents to the extent necessary to conduct the Competition and for the prize to be delivered to prize winner.
23. All personal information relating to the Participants will be used solely in accordance with Lesotho's consumer and data protection legislation.

GENERAL

24. The Promoter of this competition is the Delegation of the European Union in Lesotho.
25. Persons may not enter or receive a prize if they are trustees, directors, members, partners, employees, agents of or consultants of the Promoter, their government partners, funders or

implementing partners, subsidiaries, holding companies, divisions and/or associated companies or of the advertising or promotion agencies utilised in connection with this Competition or any other person who directly or indirectly controls or is controlled by them, or their spouses, life partners, immediate family members, business partner or associate of any such person or a supplier of goods or services in connection with this competition.

26. By entering this Competition, all Participants agree to be bound by these terms and conditions, and the Promoter's decision regarding any issue or dispute with any aspect of the Competition will be final and binding and no correspondence will be entered into.
27. Incomplete or incorrect entries will not be eligible to be entered into the draw. The Promoter within their sole discretion will determine whether the Participant did participate in the photo competition.
28. The prize is not transferable or negotiable and may not be exchanged/substituted for something else.
29. The Promoter will not be liable for any loss suffered as a result of incomplete or incorrect information provided.
30. The Promoter reserves the right to select an alternative winner in the event that they reasonably believe, in their sole discretion, that the winner is not eligible to win, has contravened any of these terms and conditions, has acted in a manner that is not in the spirit of the Competition, their conduct can be reasonably interpreted as scamming or circumventing the rules of the Competition, acted fraudulently with regards to the Competition, if it would be unlawful to award the prize or if the winner fails to accept the prize after 3 (three) attempts for any reason whatsoever, if after first being contacted by the Promoter, is not reachable, or fails to respond to the notifications or the winner fails to provide the Promoter with the required information to hand over the prize, within the period specified in terms of paragraph 31 below. In this instance the winner will be disqualified and forfeit the prize. The Promoter's decision shall be final and no correspondence will be entered into.
31. When claiming the prize, the Promoter reserves the right to request the winner to provide to the Promoter within 10 (ten) working days of date being notified of their prize, positive identification (including a valid identity document or passport) and/ or personal contact details valid during the period of the Competition, failing which they may be disqualified and forfeit the prize. Shortly after the winner has complied with these requirements, the winner will be contacted by a representative of the Promoter, who will confirm that the delivery and the approximate delivery date of the prize.
32. The Promoter reserves the right to shorten, extend, suspend the time period of the Competition, the dates of the draws, or terminate the Competition whenever it should so choose for technical, commercial, or operational reasons, or for reasons beyond its control or generally for any reason whatsoever within their sole discretion. The Competition, its prize, and terms and conditions may be amended by the Promoter, at any time during the Competition, and will be applied and interpreted within their sole discretion. In such an event, all Participants waive any rights that they may have/purport to have in terms of this Competition and acknowledge that they will have no recourse against the Promoter whatsoever.
33. All publicity and other materials will be the sole property of the Promoter.

Please note that the following terms require you to take on risk or liability, limit the risk and liability of the Promoter or to indemnify the Promoter. Please read it carefully and contact the Promoter if you have any questions!

34. To the fullest extent permitted by law, by participating, the Participant indemnifies, releases and agrees to hold harmless the Promoter, their associated, holding and subsidiary companies, and its trustees, directors, officers, agents, representatives, shareholders, employees and assigns from

any and all claims or liability arising from participating in the Competition, any Competition-related activity and/or acceptance, receipt, possession or use/misuse of the prize.

35. To the extent permitted by law, the Promoter will not be liable for any losses arising from incorrect or inaccurate information supplied by Participants.
36. Any provision of these Rules or the Competition which is held to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions thereof.
37. For further information or request a copy of these terms and conditions of the Competition rules send an email to the Promoter or its agent Grounded Media ghalesa@groundedmedia.co.za or lavila@groundedmedia.co.za