

# ING Photo Challenge 2021

## Terms and Conditions

### 1 General

- 1.1. These terms & conditions apply to the Action named 'ING Photo Challenge'.
- 1.2 The Action is organised by ING Bank N.V. Bijlmerdreef 24, 1102 CT Amsterdam.
- 1.3 The Action runs from Monday the 1<sup>th</sup> of November through Friday the 12<sup>th</sup> of July 2021 at 12.00 PM (CET).
- 1.4 Through participation in the 'ING Photo Challenge' participants declare automatically that they have read and agreed to the terms & conditions outlined here.

### 2 Participation

- 2.1 The participant enters the 'ING Photo Challenge' by uploading his/her own photo on Instagram, using the hashtag #INGphotochallenge. The participant will include a reference to the ING Photo Challenge to single out their entry and enable the possibility to differentiate between participants and non-participants.
- 2.2 The top 10 entries , as decided by a jury will be exhibited on Social Media where the general public can vote for the five final winners.
- 2.3 5 Winners of the 'ING Photo Challenge' receive a professional print of their photograph. They will be advised by ING Art Management and Kunsthal Rotterdam for this with a maximum of 250 EUR.
- 2.4 A participant is allowed to post one photo. When the participant posts multiple photos, only the first entry will be taken into account by the jury .
- 2.5 The prize is non-transferable and not redeemable for cash.
- 2.6 ING has the right to publish his or her photo free of charge for communication purposes in the broadest sense of the word (digitally, via internet and intranet, and in print) about this Photo Challenge stating accurately the name of maker.
- 2.7 If the photo displays any other person than the participant, ING assumes that the participant has all the necessary permissions to meet the obligations under clause 2.8. The participant shall indemnify ING against and will not hold ING liable for any damages ensuing from any claims made by third parties relating to the person(s) and/or objects depicted on the participating photo.
- 2.8 By entering the 'ING Photo Challenge' the participant allows ING the permission to use the photographs submitted by the participant (publication and/or duplication) indefinitely, without any compensation in return. In addition, the participant declares that he/she has submitted the photograph itself and that the participant is the copyright owner.
- 2.9 The content may not be in conflict with the law, good morals or public order, such to the sole scrutiny of ING. The photograph must be in line with the [terms & conditions of Instagram](#). The participant may not use any copyrighted material or trademarks, that are not owned by the participant.

2.10 If a participant is a resident of a jurisdiction that deems him/ her to be a minor, participant must obtain parental/ legal guardian consent prior to entering the Competition and/or submitting any personally identifiable information.

### 3 Privacy

3.1. The participant agrees that if his/her photo is selected, it will be published on the Instagram account and website of ING when the winners are announced.

3.2 The participant may derive no rights from the publication of his/her entry.

3.3 The winners will be informed by ING through a personal Instagram message. Other participants will not receive a message. The winners must react within 48 hours after receiving such message. If the winner will not respond within this period, ING will select a new winner.

3.4 Participants are responsible for providing accurate, current and complete information.

3.5 The winners agree that ING may publish his/her name, date of birth and country. Furthermore, the winner agrees to provide his/her address details and telephone number to ING in order to arrange the prize. This information will not be shared with third parties.

### 4 Final provisions

4.1 ING reserve at all times the right, without prior or further notice: a) To exclude participants from participation in the 'ING Photo Challenge', if ING believes that these abuse the 'ING Photo Challenge, not act in accordance with the terms & conditions, act fraudulently and/or attempt to influence the Action; b) To terminate the Action prematurely or modify the terms & conditions, to the extent they deem necessary at their sole discretion.

4.2 Dutch law is applicable to all disputes relating to the 'ING Photo Challenge' and the competent court will be the relevant court in Amsterdam, The Netherlands.

4.3 There will be no correspondence over the outcome of the ING Photo Challenge .

4.4 For questions, please contact [Caroline.Vos@ing.com](mailto:Caroline.Vos@ing.com)

### Processing personal data

ING, registered at Bijlmerdreef 24, 1102 CT Amsterdam, The Netherlands, will include and process the personal data from participants in their administration, in accordance with the General Data Protection Regulation ("Algemene verordening gegevensbescherming"). Participant's data will be used for the purpose or organising the ING Photo Challenge and communication with the participants and winner. For the purposes of this Challenge, participant's personal data will be filed for a period of six months after this Challenge.