

PHOTO IS:RAEL

16.2.2021

Chaos Photography Marathon

The First International Photography Marathon from PHOTO IS:RAEL and Chutzpah Center

Bylaws

Preface

We invite photographers, designers, artists and creators from all fields which use the language of photography as their tool, to engage in a creative and inspiring 24-hour exploration of various aspects of the “Chaos” theme.

We have chosen “Chaos” as our theme because it represents opportunity, a way of contending with the uncertainty and ambiguity of a time and a world that is constantly changing.

We invite you to embrace the chaos of our times and think of it as an engine for innovative, independent creation, a path to the re-examination of our basic assumptions and an avenue for creating work which embodies flexibility, inventiveness, ingenuity, and personal and professional development.

The marathon will launch online at 5:00 PM Israel time (GMT +2) on February 16.

Over the course of the marathon’s 24 hours, participants will receive six secret photography challenges which may be completed at each participant’s own pace.

Participants must upload each challenge’s photographs to the Marathon Website during the marathon’s 24 hours.

All participants must follow the guidelines and restrictions of their country of residence. Participants are personally responsible for keeping up to date on the latest restrictions and following them to the letter.

Registration is limited.

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A panel of experts in the field of photography and innovation will review the submissions and select 20 winners whose works will be featured in a travelling exhibition. The exhibition will launch at the 9th International Photography Festival in Tel Aviv and will be featured in two additional photography festivals around the world.

The top three winners will be awarded prizes intended to facilitate their professional development.

Competition procedure

- During the marathon's 24 hours, participants will receive six photography challenges. Five of them will require the submission of one photograph, the remaining challenge will require the submission of six photographs. All in all, participants will therefore submit 11 photographs. Each challenge will be judged independently of the rest. It is not possible to submit more than the requested number of photos for each challenge.
- The challenges will appear in each participant's personal account on the Marathon Website, at https://www.photoisrael.org/international_marathon .
- The first challenge will appear in each participant's personal account as soon as the marathon begins. Participants will be able to view each next challenge only once the submission for the previous one has been uploaded.
- Each participant will determine their own pace during the marathon's 24 hours.

All six challenges must be submitted for consideration. Participants will be able to edit their uploads for each challenge before finalizing their submission for the entire marathon. However, once the submission has been finalized it will no longer be possible to return and make changes.

All six challenges must be submitted within the marathon's 24-hour timeframe.

Submissions or edits will not be accepted after the conclusion of the marathon.

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Registration

Participation in the marathon, the competition and the final exhibition is contingent on the participant's full agreement to the terms detailed in these bylaws and the payment of a USD \$15 registration fee, which may be paid on the Marathon Website ("The Registration Fee").

Each participant must fill in their personal details in the registration form on the Website. Participants who do not fill in said details will not be eligible to participate in the marathon.

Evaluation process

The marathon's panel of judges consists of international professionals and thought leaders in the fields of photography and innovation.

The panelists' identity is important to the marathon's goals, namely the personal and professional development of its participants.

The panel of judges will follow standard criteria in their assessment of the work, noting in particular how well the participant understood the goal of each challenge. The works will be submitted to the panelists anonymously, with no identifying markers, giving each participant an equal opportunity to be selected a winner. The panelists will select one winning photo for each challenge and will determine its ranking among the various prizes.

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Panelists:

Micha Kaufman Founder, CEO @ Fiverr (NYSE:FVRR).

Maya Anner Chief Curator, PHOTO IS:RAEL.

Inbal Arieli Serial entrepreneur & tech influencer, Author of Chutzpah.

Mary Timohova London Street Photography Festival, Director.

Michael Itkoff Photographer, Photojournalist and Cofounder of Daylight, a nonprofit organization dedicated to publishing art.

Rocco Venezia Curator for PHmuseum and he is the co-founder of PHmuseum Lab, a photographic hub based in Bologna.

Michael Dooney Gallerist, Curator & Podcaster.

Steven Lee Director and Founder, Kuala Lumpur International Photoawards.

Lina Castañeda Art Coordinator - Barcú Bogotá, Arte y Cultura.

Participation requirements

- Participation is open to any person who completes the aforementioned registration process and pays the Registration Fee.
- Participation is open to individual participants only. Groups may not participate together.
- During registration, participants must supply a valid email address. By registering for the marathon, participants agree to receive messages from the marathon to this address.
- Each participant may only register one (1) time. Any additional accounts and submissions created will not be accepted. The owner of the email address used to register for the competition will be considered the registered participant. "The Owner" is the person who registered the account when it was first created.
- Participants must wholly and completely agree to the terms detailed in these bylaws.
- PHOTO IS:RAEL retains the right to confirm participants' adherence to these requirements and conclude, at its sole discretion, whether they are eligible for participation in accordance with the requirements.

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Photo submission requirements

- Photos must be submitted only through the Marathon Website at <https://www.photoisrael.org/photoismarathon> (“Marathon Website”).
- Participants may use any and all standard photography equipment, including smartphones, tablets and all types of cameras.
- The submitted photographs must be originals created by the submitting participant.
- Only photographs taken over the course of the marathon will be considered. The metadata of each photograph will be checked for the date and time of its creation, so the date and time on the camera or device used must be set prior to the beginning of the marathon. Participants must own the usage rights for the photographs and any images therein. Participants attest that no third-party agreement is required for the use of the photographs or images therein, or, should such an agreement be required, that the participant has obtained said agreement prior to the submission of the photographs.

Without detracting from the above, participants attest that they are not subject to any third-party agreements that will incur any fees on the part of PHOTO IS:RAEL or any of its sponsors to any person or entity due to the use of the photographs or images therein.

- Participants attest that they are aware that PHOTO IS:RAEL relies solely on their testament that all usage rights for the photographs and images therein are owned by the participants and that no third-party agreement is required for the use of the photographs and images therein, or, should such an agreement be required, that the participant has obtained said agreement prior to the submission of the photographs. Participants agree to be held fully and exclusively liable for any third-party lawsuits, claims or demands regarding usage rights violation resulting from the publication of the submitted photographs. In any event, PHOTO IS:RAEL will not be held responsible or liable for any third-party claims regarding violation of the usage rights of the photographs and images therein, or the unlawful use of the photographs and images therein.
- The competition will not accept any photographs that are incomplete, damaged, partly or wholly falsified, unlawfully obtained, submitted after the end of the marathon or created at any time other than the duration of the marathon, as well as photographs which violate individual privacy, are not original, constitute any copyright infringement, depict images of children, youths or other people

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who do not have legal capacity without the consent of their parents or legal guardians. Participants will be solely responsible for obtaining said consent. PHOTO IS:RAEL will not be held responsible or liable in this matter.

- The photographs will be submitted with minimal editing and without significant alterations.
- Photographs must be submitted in a JPG format, with a resolution of 1000 pixels on their narrow end (for example, 1000x1500 pixels), in a size not exceeding 2 MB.

Schedule

- Registration for the marathon will begin on January 26, 2021 at 5:00 PM Israel Time (GMT +2) and will end on February 15, 2021 at 11:59 PM Israel Time (GMT +2).
- The planned schedule for the marathon itself (which may be changed at the organizers' discretion, concurrent with an update sent to all registered participants):
 - February 16, 2021, 5:00 PM Israel time (GMT +2) – Launch of the marathon via a Zoom meetup. Participants will receive an email with a link to the meeting.
 - February 17, 2021, 5:00 PM Israel time (GMT +2) – Marathon event ends.Over the course of the marathon's 24 hours (which will begin at the launch meetup), participants will receive six challenges via their personal accounts on the Marathon Website, which they will need to complete within the marathon's timeframe.
- Participants must complete all six challenges during the marathon's 24 hours. Extensions will not be given to any late submissions.
- PHOTO IS:RAEL reserves the right to amend the aforementioned times, including extending or shortening the length of the event and changing the event date, at its sole discretion and with no prior notice. Any such changes will be published on the Marathon Website and/or on social media, and participants will be notified via email using the address the supplied during registration.

The names of the marathon winners will be published on April 6, 2021 on the marathon website and on social media.

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Prizes

The top 20 participants will have their work exhibited in a travelling exhibition which will be featured in three photography festivals around the world throughout 2021.

The top three winners will be awarded prizes intended to facilitate their professional development.

The Awards:

1st Place

- 3 online courses courtesy of Magnum Photos with the Agency's World-class Instructors.
- A feature in Daylight digital magazine, a non-profit organization dedicated to publishing art and photography- Global Leaders of Innovation online course courtesy of The Peres Center for Peace and Innovation
- A private Portfolio review session with Rocco Venezia curator for PHmuseum and co-founder of PHmuseum Lab, Bologna.
- A mentoring program by one of Canon's Ambassadors including five one on one sessions.

2nd Place

- 3 online courses courtesy of Magnum Photos with the Agency's World-class Instructors.
- A one-on-one session with Krzysztof Candrowicz, Curator and Researcher, Lodz Fotofestiwal, Ci.CLO Bienal Porto
- A one-on-one session with Michael Itkoff Photographer, Photojournalist and Cofounder of Daylight, a nonprofit organization dedicated to publishing art.

3rd Place

- 3 online courses courtesy of Magnum Photos with the Agency's World-class Instructors.
- A one-on-one session with Angélica Dass, Brazilian photographer based in Madrid and the creator of the project Humanæ

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The works of the top 20 participants will be featured in a travelling exhibition. The exhibition will launch at the 9th International Photography Festival in Tel Aviv and will be featured in two additional photography festivals around the world. PHOTO IS:RAEL fully intends to exhibit the works in the aforementioned format. However, if for any reason this will not be possible, the exhibition will be held in some other physical or virtual format at PHOTO IS:RAEL's discretion.

- Winners will be notified via email using the address supplied during registration. Receipt of the award is contingent upon the provision of an ID which matches the details on the registration form. Any winners who do not personally collect the prize within 30 days of being notified of their win will not be eligible to receive said prize. Any winner who has not collected their prize for any reason will not be eligible for an alternative prize and will make no other claims or demands on the matter towards PHOTO IS:RAEL or any of its sponsors.
- Receipt of the prizes will be subject to the terms listed in the winning announcement.
- Prizes may not be exchanged for money, nor for any other prize or product of equal value. Winning participants may not request an exchange of their prize for any reason.
- Each prize provided is the sole responsibility of the relevant sponsor.
- PHOTO IS:RAEL maintains the right to delay and/or cancel one or more of the prizes, for any reason which legally requires the delay and/or cancellation of said prize.
- Any tax liability, should one exist, will be held solely by the prize winner, and its payment will be a prerequisite to the receipt of the prize.
- PHOTO IS:RAEL may change and/or alter the content or number of the prizes listed herein, and may include additional prizes, at its sole discretion.

Intellectual Property Rights

Participants will continue to hold any and all intellectual property rights over the photographs and images therein, including moral rights, subject to the terms of these bylaws.

However, by participating in this competition and as much as is permitted by law, participants grant PHOTO IS:RAEL and its representatives, including third parties engaging in marketing ("The Licensed

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Users”) the irrevocable, non-exclusive, worldwide right to use the photographs and images therein without compensation. This right will be transferable at any time and any place and will allow for the change, editing, copying and duplication of the images for the sole purpose of formatting them in a manner suitable for inclusion in marketing and promotional material, as well as the right to publish and use the photographs, their content and components, including all names, locations and portraits contained therein, in all forms of media, including but not limited to digital, electronic and audio-visual media (now or in the future), in any language, at any global location and in any manner, without prior consent, notification, agreement or compensation, at the sole discretion of PHOTO IS:RAEL.

Without detracting from the above, PHOTO IS:RAEL maintains the right to use all photographs submitted to the competition, including the winning photographs, and to exhibit them publicly in any manner it sees fit, including on its website and/or in a traveling gallery which shall be open to the public.

Participants hereby exempt PHOTO IS:RAEL from any payment for any such use and/or exhibition, and likewise exempt PHOTO IS:RAEL from any lawsuit, claim or demand regarding this matter, including any direct or indirect losses or damages, monetary or otherwise, incurred from such use and/or exhibition. The production and format of the works for each exhibition will be at PHOTO IS:RAEL’s sole discretion. The produced works will be used for exhibition purposes only and will be destroyed at the end of the exhibition.

Personal Data Processing Agreement

By registering for the contest, participants agree that personal data provided during registration including their name, mailing address and email address may be processed, stored and shared or otherwise used for the purposes of the competition and throughout its duration by the organizers and their representatives, including a third party. Participants are aware that the data may be used to verify their identity and personal information.

By registering for the contest, participants agree that PHOTO IS:RAEL or third parties operating on its behalf may use their personal information for the purposes of sending updates, promotional material, marketing material, etc. Should the participant not consent to the above, they must inform PHOTO IS:RAEL in writing by sending an email to the following address: photoismarathon@photoisrael.org

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For the purposes of clarification, the participant's payment details are not considered part of their personal data. Payment details will not be stored and the organizers will not use them for any other purpose but the collection of the Registration Fee.

Failure to provide full and complete details during registration may lead to the participant's disqualification from the contest.

Participants agree that in the event of a win, PHOTO IS:RAEL will have the right to use their name and/or likeness, and their body of work, without additional compensation, for the purpose of presenting them as the winner of the competition in promotional and marketing material for a reasonable amount of time after the competition's conclusion, up to and following the 9th International Photography Festival.

Participants hereby fully assume exclusive liability for any third-party lawsuits, demands or claims of usage violation due to the publication of their submitted images.

Winners of the marathon may appear in journalistic publications. By registering for the marathon, participants agree to the publication and media coverage of their name and prize, whether online, on the radio or in the printed press, subject to the Capacity and Guardianship Law of 1962, the Protection of Privacy Law of 1981 and any other Israeli laws pertaining to this matter.

Liability

Participation in all stages of the marathon is the sole responsibility of registered participants. PHOTO IS:RAEL and its representatives will not be held accountable in any way to any damages, including but not limited to physical damage, caused to any of the participants in relation to their participation (or lack thereof) in all or part of the event. PHOTO IS:RAEL and its representatives will likewise not be liable for any losses or expenses incurred by the participants in a manner directly or indirectly relating to the competition. PHOTO IS:RAEL is in no way responsible for the quality of the prizes awarded during the event, for any reason whatsoever.

Participants agree to indemnify and/or compensate PHOTO IS:RAEL, upon demand, for any lawsuits, claims and/or demands against PHOTO IS:RAEL and/or its representatives relating directly or indirectly to their participation in the event, including actions which violate the terms of these bylaws.

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General notes

- By registering for the marathon, participants agree to all the terms stated in these bylaws.
- Without detracting from the above, participation in the marathon will serve as an affidavit that the participant fully accepts and will follow the terms stated in these bylaws to the letter.
- Participants will have no lawsuits, claims and/or demands of PHOTO IS:RAEL and its representatives regarding damages caused through error, fault or failure to participate in the event.
- PHOTO IS:RAEL will not be liable for any technical malfunctions relating to the event and makes no guarantee that any or all of the technical systems which support the marathon will offer uninterrupted service with no errors or faults.
- Participation in the marathon will be permitted based on the data received by PHOTO IS:RAEL. PHOTO IS:RAEL will not be held responsible for details and data which were not received or entered by its representatives in its digitized systems, for any reason.
- Participants are solely liable for their participation in the marathon.
- PHOTO IS:RAEL maintains the right to change and update, at its sole discretion, any and all details relating to the marathon, including its dates, prizes, rules, panel of judges and/or these bylaws. PHOTO IS:RAEL likewise maintains the right to cancel the marathon at any time, at its sole and absolute discretion. Any changes and/or cancellation of these bylaws will be announced in advance, and participants will make no claims or demands regarding the end of the event and/or changes to its terms as detailed in this clause.
Publication of the changes on the Marathon Website will be considered an announcement as per the details in this clause.
PHOTO IS:RAEL is working diligently to hold the marathon at its scheduled time in spite of the COVID-19 outbreak and in accordance with public health guidelines. For the avoidance of doubt, the continued persistence of the COVID pandemic constitutes a force majeure with regards to PHOTO IS:RAEL's ability to conduct the marathon as planned. If for any reason the marathon may not be held as planned, whether due to the COVID pandemic or any other reason, PHOTO IS:RAEL will work to the best of its ability to hold the marathon at an alternative date or in an alternative format, at its sole discretion.
- Decisions made by the panel of judges are final and indisputable.

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- For the purposes of clarification, the event detailed in these bylaws does not constitute a lottery, as defined in article 224 of the Criminal Code, as winning the event is not up to chance.
- In the event of any contradiction or discrepancy between the terms stated in these bylaws and any other publications regarding the marathon, the bylaws will prevail.
- The titles given to each section of the bylaws are for convenience only and will have no practical meaning in the interpretation of the bylaws.
- Wherever the bylaws refer to a single person, they apply to multiple persons as well, and vice versa.
- Choice of law , jurisdiction and arbitration: The terms stated in these bylaws will be governed by and construed in accordance with the laws of the State of Israel. Should any of the clauses in these bylaws be deemed unlawful, invalid or unenforceable, the rest of these bylaws shall otherwise remain in full force and effect. The courts of Tel Aviv-Jaffa, Israel will have the sole jurisdiction to adjudicate on any matter relating to the existence and/or validity and/or violation of these bylaws.

Cancellation

Participants who cancel their participation until February 15, 2021 at 5:00 PM Israel time (GMT +2), will be refunded their Registration Fee minus a USD \$4 clearing fee. Participants who cancel their participation after this time will not be eligible for a refund.

Participant declaration

I hereby declare that I am not aware of any physical or medical impediments which prevent me from participating in the photography marathon organized by PHOTO ISRAEL, Ltd (PBC).

For more questions and additional details, please contact photoismarathon@photoisrael.org.

Errors and omissions excepted.