

**CODE OF ETHICS
CARMIGNAC PHOTOJOURNALISM AWARD**

FONDATION CARMIGNAC

Carmignac Photojournalism Award
prix@carmignac.com
+33 1 70 95 53 84

The Carmignac Photojournalism Award was created in 2009 by the Fondation Carmignac. In each edition, photographers from all over the world are invited to respond to a chosen theme, for the creation of a long-form work of photo-reportage.

The Fondation Carmignac chooses a region of the world where turbulences have had repercussions for the planet, or forgotten parts of the world, thereby underlining through this choice to highlight what is unique about the work of photography.

**Independence of the pre-selection committee
and the jury**

The pre-selection committee and the jury are independent from the Fondation Carmignac: they are made up of figures from the world of photography, journalists, experts on the chosen region, and directors or curators of museums or international institutions.

The pre-selection committee and the jury are autonomous in their decisions, which are made by majority vote after deliberations have taken place. Their decisions are final.

The pre-selection by the committee and the selection by the jury are carried out according to objective criteria, in particular relevance and originality.

In order to guarantee the impartiality of the selection of the Laureate, no member of the jury will be a Carmignac member of staff.

The curator

The President of the jury is named Curator. In the event that the President of the Jury is unable to ensure the general commission of the exhibition, he or she will be able to name a person of his or her choice to fulfil that function.

The Curator's principal task is to guarantee the artistic freedom of the Laureate during the realisation of his or her reportage, as well as ensuring a coherence between the project that has received the endowment and the final project.

Intellectual and artistic freedom of the laureate

The Fondation Carmignac has the highest respect for the intellectual and artistic independence of the Laureate and undertakes not to interfere in their artistic and intellectual content and the realisation of the reportage by the Laureate who will have complete freedom in the realisation of his or her project.

Laureate engagements

Award submissions are made in a personal and individual capacity, independently.

The Laureate, before accepting the Award, will inform the Curator and the Fondation Carmignac of any ethical or moral incompatibility that may arise for him or her in the context of the realisation of the reportage, and the collaboration with the Fondation Carmignac.

The report must be original, the Laureate undertaking not to use material made in the context of another project that has taken place prior to the Award, and undertaking not to infringe intellectual property rights or third party image rights.

The Laureate must deliver a project in accordance with the application he or she has submitted and for which he or she has received the Award, and as described in his or her application.

The Laureate will not be able to use his or her reportage for commercial purposes in order to promote a product, brand, or an organisation, for the duration of his or her collaboration with the Fondation Carmignac on the Award. He or she may only use a trademark in the course of his or her work after approval by the Fondation Carmignac, and with the authorisation of the owner of the mark.

If, prior to or during the execution of the reportage, the safety and / or health of the Laureate is threatened, or in the event of a significant deterioration of the geopolitical situation in the country where the reportage is taking place, the Fondation Carmignac reserves - after consulting the Curator and the Jury - the right to cancel the Award, to extend the participation period and / or to postpone the date of any announcement, at any time and for any reason. The Laureate may also cancel his or her participation in the Award and must notify the Curator and the Fondation Carmignac.

The Fondation Carmignac, the Laureate, the Curator and the Jury undertake to respect a confidentiality agreement as to the circumstances in which the project is taking place.

Participants will also respect a confidentiality agreement as to the identity of the Laureate and the content of his or her reportage until disclosure on the dates that have been agreed between the parties, and more generally as to communications relating to the project.

**ENTRY RULES
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In submitting his/her application form, the candidate declares and accepts the following:

- A. The candidate is legally able to candidate for the Carmignac Photojournalism Award.
- B. The candidate is the only owner of all intellectual property rights of the photographs he/she submits.
- C. The candidate guarantees that the photographs transmitted does not infringe any Intellectual property of any third party and does not violate any applicable law.
- D. The candidate undertakes to respect the Ethic Charter of the Carmignac Photojournalism Award and the conditions mentioned in the call for application package.
- E. The candidate acknowledges that, if its application is selected, he/she will have to sign an agreement which defines the terms and conditions of the transfer of Intellectual Property of approximately 60 to 90 photographs taken during the reportage. Such agreement must be acceptable for the Fondation Carmignac and shall at least include the worldwide right of use and reproduce those photographs in any media and any support, known or unknown, for the legal duration of copyright and for any communication purpose related to the Carmignac Photojournalism Award.
- F. The candidate consents to the processing of his/her personal data solely for purposes of the Carmignac Photojournalism Award. In accordance with Data Privacy Laws, the candidate have the right to access, rectify, update and/or ask the deletion of his/her personal data on legitimate grounds, by mail to Fondation Carmignac, 24, Place Vendôme, 75001 Paris France.
- G. The candidate agrees that Fondation Carmignac shall not be responsible for incorrect or inaccurate transcription or registration of entry information during the call for application, notably due to technical malfunctions, lost/delayed data transmission, interruption, deletion, defect, faulty, line failures of any network, failure of computer equipment and/or software, inability to submit the online application form.
- H. The Carmignac Photojournalism Award is subject to French law. Any related disputes, including those pertaining to candidacy, shall be settled out of court between the parties. Failing an out-of-court agreement, any disputes shall be submitted to the competent French court.