

## **PalmSens Photographic Competition 2026: Terms & Conditions**

Please direct any questions about the terms and conditions laid out below to: [awards@palmSens.com](mailto:awards@palmSens.com).

1. **Defined Terms.** For the purposes of these Terms and Conditions, the following capitalised terms shall have the meanings set out below. Each defined term shall apply in both singular and plural form unless the context requires otherwise.
  - a. **PalmSens** means PalmSens BV, a company registered in The Netherlands, including its employees, representatives, distributors, and authorised third-party partners acting on its behalf.
  - b. **Instrument** means any scientific measurement device manufactured by PalmSens, excluding PalmSens OEM modules when incorporated into third-party products, commercial prototypes, or embedded systems.
  - c. **Competition** means the PalmSens Photographic Competition 2026, including all related promotional activities, the entry and submission process, administrative procedures, judging processes, prize fulfilment, and all associated public and private communications issued or managed by PalmSens.
  - d. **Competition Information** means any instructions, rules, criteria, technical requirements, notices, or announcements relating to the Competition that are published on the Website, communicated through the entry portal, or issued by PalmSens either publicly or privately through any official communication channel or via promotional materials.
  - e. **Website** means the official PalmSens website and any PalmSens-controlled web pages, domains or online portals used to host Competition Information or facilitate the Entry process.
  - f. **Entrant** means any individual who submits, attempts to submit, or is considered by PalmSens to have submitted an Entry to the Competition, provided that such individual satisfies all eligibility requirements set out in these Terms and Conditions.
  - g. **Entry** means any Image and all accompanying text, data, captions, descriptions, location information, declarations, or other materials submitted by an Entrant through the official entry portal for the purpose of participating in the Competition.
  - h. **Image** means a digital image file submitted as part of an Entry that:
    - i. is an original photographic work created by the Entrant;
    - ii. depicts a PalmSens Instrument in authentic use; and
    - iii. complies with all technical, ethical, and content requirements of the Competition.
  - i. **AI-Generated Content** means any content—visual, textual, numerical, or metadata—produced in whole or in part using artificial intelligence systems or generative algorithms, including but not limited to synthetic image elements, AI-generated backgrounds, outpainting, generative alterations, generated captions, or generated descriptive text, or any material not created solely by the Entrant through manual photographic and textual creation, whether or not incorporated into an Image or any part of an Entry.
  - j. **Panel** means the judging panel appointed by PalmSens, consisting of both PalmSens personnel and external experts from the electrochemistry or related communities, responsible for evaluating Competition Entries in accordance with the published criteria.
  - k. **Prize** means any award offered to selected winning Entrants as described in the Competition Information, including but not limited to the First Prize and any Second Prizes, as well as any substituted items offered at PalmSens' discretion and permitted under these Terms and Conditions.

2. **General Conditions of Participation.** Sets out the general conditions under which an Entrant may participate in the Competition and establishes the relationship between the Entrant, PalmSens, and all Competition Information. These conditions apply to all Entries submitted and govern the Entrant's obligations and PalmSens's administrative rights throughout the Competition.
  - a. **Authoritative Terms.** These Terms and Conditions form the primary and binding rules of the Competition. In the event of any inconsistency between these Terms and Conditions and any Competition Information, these Terms and Conditions shall prevail.
  - b. **Acceptance of Terms.** By submitting an Entry, the Entrant agrees to be bound by these Terms and Conditions, as amended from time to time in accordance with Clause 2.c, and confirms that they have read and understood all applicable Competition Information.
  - c. **Amendments and Administrative Changes.** PalmSens may amend, modify, suspend, or cancel any aspect of the Competition or these Terms and Conditions where such action is reasonably required to ensure the proper, fair, or secure administration of the Competition or to comply with legal or regulatory obligations.
  - d. **No Additional Legal Relationship.** Participation in the Competition does not create any contractual, employment, partnership, agency, or fiduciary relationship between the Entrant and PalmSens beyond the rights and obligations expressly stated in these Terms and Conditions.
  - e. **Severability.** If any provision of these Terms and Conditions is held to be void, invalid, or unenforceable under applicable law, that provision shall be severed to the extent necessary, and the remaining provisions shall continue in full force and effect.
  
3. **Eligibility.** This section sets out the requirements that determine whether an individual may participate in the Competition. The provisions that follow establish the conditions under which participation is permitted and identify the circumstances in which an individual will be regarded as ineligible.
  - a. **Minimum Age Requirement.** The Entrant must be at least 18 years of age at the time of submitting an Entry.
  - b. **Global Participation.** The Competition is open to Entrants located worldwide, subject to all applicable local laws and regulations.
  - c. **Genuine Use of PalmSens Instruments.** The Entrant must have created the Entry using a PalmSens Instrument in an authentic research, applied research, laboratory, field, or practice-based setting. Staged studio product-only photographs are not eligible.
  - d. **OEM and Embedded Use Exclusion.** Entries that depict PalmSens OEM modules when integrated into third-party devices, commercial prototypes, or embedded systems are not eligible for the Competition. Modules used for research or prototyping may be acceptable at PalmSens's discretion.
  - e. **Institutional, Workplace, and Site Permissions.** The Entrant is responsible for securing any institutional, laboratory, workplace, field-site, or project-related permissions necessary to create, retain, and submit the Entry. PalmSens may request evidence of such permission and may disqualify an Entry if adequate permissions cannot be demonstrated.

- f. **Ineligible Persons.** The following individuals are not permitted to enter the Competition or to win Prizes:
    - i. employees of PalmSens;
    - ii. employees of officially listed PalmSens distributors;
    - iii. employees of companies involved in organising, managing, or promoting the Competition; and
    - iv. immediate family members or household members of persons described in (i) – (iii) above.
  - g. **Compliance with Local Laws.** Participation in the Competition is void where prohibited by local law. The Entrant is responsible for ensuring that their participation and submission complies with all applicable jurisdictional, legal, and regulatory requirements.
  - h. **Accuracy of Information Provided.** The Entrant must ensure that all information provided to PalmSens during the entry process is true, accurate, current, and complete. PalmSens may disqualify any Entrant who provides false, misleading, or incomplete information.
  - i. **Eligibility Determination.** PalmSens retains sole discretion to determine whether an Entrant satisfies the eligibility requirements as described in Clause 3. PalmSens may request supporting documentation and may disqualify any Entrant who cannot demonstrate compliance.
4. **Eligible Images.** This section describes the requirements that an Image must satisfy in order to be considered eligible for inclusion in an Entry, as detailed in the provisions that follow.
- a. **Authentic Depiction of PalmSens Instruments.** An Image must depict a PalmSens Instrument in authentic use within a research, applied research, laboratory, field, or practical testing environment. Staged studio photographs showing only a product on display, without any genuine application context, are not eligible.
  - b. **Prohibition on OEM and Embedded Use Images.** Images that show PalmSens OEM modules when integrated into third-party devices, commercial prototypes, or embedded systems are not eligible for the Competition. Modules used for research or prototyping may be acceptable, provided the Instrument is externally visible and identifiable as a PalmSens product at PalmSens’s discretion.
  - c. **Originality and Authorship.** An Image must be an original work created solely by the Entrant. The Entrant must hold all rights necessary to submit the Image and the accompanying materials, and the Image must not infringe any third-party rights.
  - d. **Technical Requirements.** An Image must comply with the following minimum technical standards:
    - i. File format: JPEG or PNG
    - ii. Resolution: A recommended minimum of 3000 pixels on the longest side
    - iii. Presentation: No watermarks, logos, branding overlays, or embedded textPalmSens may reject Images that do not meet these technical requirements or that are submitted in corrupted or unreadable form.
  - e. **Accuracy and Integrity of Content.** An Image must accurately reflect the scene captured by the Entrant. Except as permitted in Clause 4.f, the content of the Image must not be altered, manipulated, or enhanced in a manner that misrepresents the underlying activity, context, or Instrument depicted.
  - f. **Permitted Minor Editing.** The following forms of non-destructive editing are permitted:
    - i. cropping;
    - ii. colour correction and tonal adjustment;
    - iii. exposure balancing;
    - iv. noise reduction;

- v. lens or perspective correction;
- vi. removal of minor dust or sensor artefacts.

These edits must not alter the substantive content, context, or meaning of the Image.

- g. **Prohibited AI-Generated Content.** An Image must not contain any AI-Generated Content, whether in whole or in part. This includes, without limitation:
    - i. generative additions to the Image;
    - ii. AI-created backgrounds, textures, or reconstructed features;
    - iii. outpainting or generative expansions;
    - iv. AI-generated descriptive text, captions, or metadata submitted as part of an Entry.
  - h. **Visibility of the Instrument.** A PalmSens Instrument must be clearly visible and identifiable in the Image. Images in which the Instrument is obscured, indiscernible, or only partially visible to the point that it cannot be reasonably recognised may be deemed ineligible.
  - i. **Safety, Ethics, and Legal Compliance.** An Image must not depict unsafe behaviour, prohibited activities, confidential research, or restricted environments where photography is not permitted. PalmSens may request evidence of permission for photography in regulated or sensitive locations.
  - j. **Discretion of PalmSens.** PalmSens retains sole discretion to determine whether an Image satisfies the requirements under Clause 4. PalmSens may disqualify any Image that does not comply with the provisions set out in this section or that otherwise undermines the integrity or purpose of the Competition.
5. **Submission Requirements.** This section describes the conditions that apply to the submission of Entries to the Competition, as set out in the provisions that follow.
- a. **Method of Submission.** All Entries must be submitted exclusively through the official online entry portal made available by PalmSens for the Competition. Entries submitted by email, social media, or any method other than the designated portal will not be accepted.
  - b. **Number of Entries Permitted.** An Entrant may submit an unlimited number of Entries; however, only one Prize may be awarded per Entrant, regardless of the total number of Entries submitted.
  - c. **Required Components of Each Entry.** Each Entry must contain all of the following elements:
    - i. One Image that satisfies the eligibility requirements set out in Clause 4.
    - ii. A caption (1–3 sentences) briefly describing what the Image depicts, including identification of the relevant Instrument.
    - iii. A use-case description (3–6 sentences) outlining the research, applied context, or practical environment in which the Instrument is shown, as well as the scientific, analytical, or operational relevance of the activity.
    - iv. Location information, such as the institution, department, laboratory, research group, field site, facility, or country in which the Image was taken.
    - v. Supporting information, such as references to scientific publications or project pages relevant to the Image.
    - vi. Entrant contact details, including name, email address, and any additional details requested in the online entry form, collected and processed in compliance with applicable data-protection legislation.
  - d. **Technical Requirements for Upload.** Each Entry must comply with the following technical standards:
    - i. File format: JPEG or PNG
    - ii. Recommended resolution: Minimum 3000 pixels on the longest edge
    - iii. File integrity: The Image must be fully accessible, non-corrupted, and free from embedded watermarks, logos, or other branding overlays

PalmSens may reject any Entry that does not meet these minimum requirements or that cannot be accessed or reviewed due to technical issues.

- e. **Declarations Required at Submission.** As part of the submission process, the Entrant must confirm the following:
  - i. The Entrant created the Image and owns all rights required to submit the Entry.
  - ii. The Entry complies with all content, eligibility, and safety requirements stated in these Terms and Conditions.
  - iii. No AI-Generated Content is included in the Image or its accompanying text.
  - iv. All necessary permissions have been obtained from individuals, institutions, or facilities depicted or referenced.
  - v. The Entrant agrees to the rights and licences granted to PalmSens as set out in these Terms and Conditions.

Failure to make or maintain these declarations may result in disqualification.

- f. **Confirmation of Receipt.** Upon successful submission, the Entrant will receive an automated confirmation message acknowledging receipt of the Entry. The confirmation does not indicate that the Entry has passed eligibility screening.
- g. **Responsibility for Submission.** It is the Entrant's responsibility to ensure that:
  - i. their Entry is submitted before the published deadline;
  - ii. all required components have been uploaded correctly; and
  - iii. the Entry complies fully with the technical and content requirements of these Terms and Conditions.

PalmSens is not responsible for Entries that fail to upload, are incomplete, or are delayed due to connectivity issues, device malfunction, or other technical limitations.

- h. **Modification of Submitted Entries.** Once an Entry has been submitted, it may not be edited, replaced, or withdrawn unless PalmSens, at its discretion, permits such modification due to exceptional circumstances.
  - i. **PalmSens's Discretion.** PalmSens retains sole discretion to determine whether a submission satisfies the requirements as described under Clause 5. PalmSens may reject any Entry that does not comply with the provisions set out in this section or that otherwise undermines the integrity or purpose of the Competition.
6. **Entry Period.** This section describes the time periods during which Entries may be submitted to the Competition, as well as the associated scheduling framework, as set out in the provisions that follow.
- a. **Opening and Closing of the Entry Period.** Entries may only be submitted during the official Entry Period as published by PalmSens. The anticipated Entry Period for the Competition runs from May 2026 through July 2026, during which the entry portal will remain open for submissions.
  - b. **Submissions Outside the Entry Period.** Entries received before the opening date or after the closing date of the Entry Period will be invalid and will not be considered for eligibility screening or judging.
  - c. **Pre-Announcement Period.** PalmSens may conduct pre-announcement activities and promotional communications in advance of the Entry Period, anticipated to take place during March and April 2026, to provide prospective Entrants with advance notice of the Competition and to support engagement at early-year conferences.
  - d. **Management of the Entry Portal.** PalmSens will make the online entry portal available for use only during the Entry Period. PalmSens may temporarily suspend access to the portal for maintenance, technical adjustments, or security reasons, provided such suspension is reasonably necessary and kept as brief as practicable.
  - e. **Confirmation of Submission Timing.** For the purpose of determining whether an Entry has been submitted within the Entry Period, the timestamp recorded by the entry portal's submission system shall be decisive. Entrants are responsible for ensuring that

their Entries are submitted in sufficient time to avoid delays caused by connectivity or upload issues.

- f. **Discretion to Adjust Dates.** PalmSens may amend, extend, shorten, or otherwise modify the Entry Period where reasonably required to ensure the orderly administration of the Competition or to respond to unforeseen circumstances, provided that any such changes are communicated through the Website or other official communication channels.
  - g. **No Obligation to Reopen Entry Period.** PalmSens is under no obligation to reopen the Entry Period once closed, regardless of whether the Entrant experiences technical difficulties, delays, or other issues preventing timely submission.
7. **Copyright, Licensing, and Permissions.** This section describes the rights granted by the Entrant to PalmSens in connection with an Entry, the warranties provided by the Entrant, and the permissions required for the lawful submission and use of Entries, as set out in the provisions that follow.
- a. **Ownership of Copyright.** The Entrant retains copyright in each Image and in all accompanying materials submitted as part of an Entry. Nothing in these Terms and Conditions shall be construed as transferring ownership of copyright from the Entrant to PalmSens.
  - b. **Licence Granted to PalmSens.** By submitting an Entry, the Entrant grants PalmSens a non-exclusive, perpetual, worldwide, royalty-free, transferable and sublicensable licence to:
    - i. use, reproduce, publish, display, distribute, and communicate the Entry in any media;
    - ii. edit, adapt, crop, resize, or otherwise modify the Entry for formatting, presentation, or technical purposes, provided such modification does not materially alter the substantive content of the Image;
    - iii. use the Entry in any marketing, promotional, educational, commercial, or internal context, including but not limited to the Website, brochures, datasheets, posters, conference displays, digital media, presentations, and distributor materials; and
    - iv. include the Entry in future PalmSens galleries, exhibitions, competitions, or historical archives.
  - c. **Attribution.** PalmSens will provide reasonable attribution to the Entrant where practicable, including in online galleries, social media posts, printed materials, or exhibitions. However, PalmSens does not guarantee attribution in every instance, particularly where formatting, spacing, or design constraints apply.
  - d. **Warranty of Originality and Rights Clearance.** The Entrant warrants that:
    - i. the Entry is an original work created solely by the Entrant;
    - ii. the Entrant is the sole copyright holder or otherwise holds all rights necessary to submit the Entry and grant the licence described in Clause 7.b;
    - iii. the Entry does not infringe or violate any copyright, moral right, privacy right, confidentiality obligation, or other third-party right; and
    - iv. the Entry does not contain any content that the Entrant is prohibited from disclosing or publishing.

PalmSens may require the Entrant to provide evidence supporting these warranties.
  - e. **Permissions Relating to Individuals and Locations.** The Entrant must ensure that all necessary permissions have been obtained from:
    - i. any identifiable individuals appearing in an Image;
    - ii. any institutions, laboratories, workplaces, or field sites where the Image was created; and
    - iii. any project owners, supervisors, or rights holders connected to facilities, equipment, or research shown in the Entry.

The Entrant is responsible for compliance with all confidentiality, safety, ethical, and institutional regulations governing photography and disclosure of research environments.

- f. **Accuracy of Information Provided.** The Entrant warrants that all information provided in connection with the Entry—including captions, descriptions, location information, and any accompanying text—is true, accurate, and complete and does not misrepresent the Image or its context.
  - g. **Right to Request Additional Materials.** PalmSens may request supplemental materials from the Entrant, including higher-resolution files, additional contextual information, or confirmatory documentation regarding permissions or authenticity, for the purpose of verifying compliance or supporting promotional use. Failure to provide requested materials within a reasonable time may result in disqualification or exclusion of the Entry from publication.
  - h. **Consequences of Rights Infringement.** If PalmSens determines, or reasonably suspects, that an Entry infringes any third-party rights or violates the warranties provided in this section, PalmSens may:
    - i. disqualify the Entrant;
    - ii. withdraw the Entry from consideration or remove it from any published material; and
    - iii. require repayment or return of any Prize awarded, where legally permissible.
  - i. **No Obligation to Use an Entry.** PalmSens is under no obligation to use, display, publish, or retain any Entry submitted, regardless of its compliance with these Terms and Conditions.
  - j. **Entrant Indemnification.** To the extent permitted by law, the Entrant agrees to indemnify and hold PalmSens harmless against any claim, loss, liability, or expense arising from:
    - i. the Entrant’s breach of the warranties in this section; or
    - ii. any allegation that the Entry infringes the rights of a third party.
8. **Liability & Technology Limitations.** This section describes the limitations that apply to PalmSens’s responsibility for the functioning of the Competition, the entry portal, and any related systems or services, as detailed in the provisions that follow.
- a. **No Liability for Technical Failures.** PalmSens shall not be liable for any failure, malfunction, delay, error, corruption, loss, or interruption affecting the submission, transmission, receipt, processing, or storage of an Entry where such issue arises from technical or human error, including but not limited to server failures, network disruptions, data corruption, hardware malfunction, software bugs, or incompatibility issues.
  - b. **No Liability for Security-Related Events.** PalmSens shall not be responsible for any unauthorised access to, alteration of, or interference with Entries or with the entry systems, whether arising from hacking, viruses, malware, automated attacks, or other forms of electronic or digital intrusion.
  - c. **No Guarantee of Continuous Availability.** PalmSens does not guarantee that the entry portal, the Website, or any associated Competition services will operate without interruption or error. These services may be temporarily suspended for maintenance, repair, upgrades, security measures, or for reasons beyond PalmSens’s reasonable control.
  - d. **No Responsibility for Entrant Costs or Losses.** PalmSens shall not be liable to reimburse the Entrant for any costs, expenses, losses, or damages incurred in connection with participating in the Competition, including but not limited to costs related to internet access, data transmission, equipment use, time expenditure, or technical troubleshooting.

- e. **Determination of Valid Entries.** PalmSens's determination regarding the validity, completeness, or acceptability of any Entry affected by technical or communication issues shall be final. PalmSens may reject an Entry if a fault, mistake, or misunderstanding occurs in relation to the entry process.
  - f. **Entrant Responsibility for Technical Capability.** The Entrant is solely responsible for ensuring they possess the technical means, equipment, internet connectivity, and file-handling capability necessary to create, prepare, upload, and verify the successful submission of an Entry. PalmSens is not responsible for an Entrant's inability to participate arising from inadequate technology or connection issues.
  - g. **Limitation of Liability to the Extent Permitted by Law.** Nothing in this clause excludes or limits any liability that cannot be excluded or limited under applicable law. Subject to the foregoing, PalmSens's total aggregate liability to an Entrant arising out of or in connection with the Competition shall be limited to the fullest extent permitted by law.
  - h. **No Liability for Discontinuation or Modification.** PalmSens shall not be liable for any loss, disappointment, or damage suffered by the Entrant arising from any modification, suspension, or discontinuation of the Competition or any of its services.
  - i. **Force Majeure.** PalmSens shall not be responsible for any delay, disruption, or failure in performance caused by events beyond its reasonable control, including natural disasters, pandemics, war, strike, government action, power failure, or other force-majeure circumstances.
9. **Judging Process.** This section describes the procedures by which Entries are assessed and judged, including the initial screening, the composition and responsibilities of the Panel, and the criteria applied during the evaluation of Entries, as set out in the provisions that follow.
- a. **Initial Screening for Eligibility and Compliance.** Before being reviewed by the Panel, each Entry will undergo an initial screening conducted by PalmSens or its authorised representatives to determine whether the Entry:
    - i. satisfies the submission requirements set out in these Terms and Conditions;
    - ii. complies with the eligibility requirements as outlined in Clause 3; and
    - iii. meets the content standards set out in Clause 4.
  - b. **Composition of the Panel.** Entries that pass initial screening will be evaluated by the Panel, which shall consist of:
    - i. PalmSens personnel, including a designated chair from senior leadership; and
    - ii. external experts selected from the electrochemistry or related communities.PalmSens may modify the composition of the Panel as reasonably required.
  - c. **Evaluation Procedure.** The Panel will evaluate all eligible Entries independently and may record scores, comments, or rankings using the assessment tools or scoring sheets provided by PalmSens. The Panel may also meet to discuss shortlisted Entries collectively before determining the winners.
  - d. **Judging Criteria.** Entries will be evaluated using the following criteria, which may be weighted or interpreted at the Panel's discretion:
    - i. Visual Quality and Composition – clarity, focus, aesthetic merit, and effectiveness of the Image.
    - ii. Relevance to PalmSens Applications – the clarity with which the Image depicts the Instrument in research or applied use.
    - iii. Creativity and Storytelling – originality of perspective, and effectiveness in conveying context or narrative.
    - iv. Scientific or Technical Insight – the degree to which the Image and its accompanying description reflect meaningful scientific or technical work.
    - v. Diversity of Use-Case – representation of varied environments (laboratory, field, interdisciplinary, etc.).

- vi. **Caption and Description Quality** – clarity, accuracy, and informativeness of the accompanying text.

The Panel may apply additional reasonable considerations where necessary to distinguish Entries of similar merit.

- e. **Anonymity of Entries.** PalmSens may, at its discretion, anonymise Entries during the evaluation process to promote fairness and impartiality. Identifying information may be withheld from the Panel until after scoring is complete.
- f. **Final Determination of Winners.** Following evaluation, the Panel will determine the winning and runner-up Entries. PalmSens may verify the authenticity of Entries or request supporting information before confirming winners. PalmSens's decision regarding the winners, including all scoring and assessment outcomes, shall be final, and no correspondence or appeal will be entered into.
- g. **Withdrawal or Disqualification During Judging.** PalmSens may withdraw an Entry from consideration at any stage of the judging process if:
  - i. new information arises indicating that the Entry is non-compliant in accordance with these Terms and Conditions;
  - ii. the Entrant fails to provide requested documentation or clarification; or
  - iii. the Entry is found to contain AI-Generated Content or any prohibited material.
- h. **No Obligation to Provide Feedback.** PalmSens and the Panel are under no obligation to provide feedback, scoring details, commentary, or explanations regarding the evaluation of any Entry.
- i. **Right Not to Award a Prize.** PalmSens reserves the right not to award a Prize if the Panel determines that no Entry meets the required standards of merit or compliance.

10. **Prizes.** This section describes the Prizes offered in the Competition, the conditions applicable to the awarding and delivery of those Prizes, and the rights and responsibilities of Entrants and PalmSens in relation to Prizes, as set out in the provisions that follow.

- a. **Categories of Prizes.** The Prizes available in the Competition consist of:
  - i. **First Prize:**
    - One EmStat4T Instrument; and
    - One copy of the book *Analytical Electrochemistry* (4th Edition) by Prof. Joseph Wang, personally signed by the author.
  - ii. **Second Prizes (Joint Runners-Up):**
    - One copy of the book *Analytical Electrochemistry* (4th Edition) by Prof. Joseph Wang, personally signed by the author.

PalmSens may publish the number of runner-up Prizes as part of the Competition Information.

- b. **One Prize per Entrant.** Regardless of the number of Entries submitted, an Entrant may receive one Prize only.
- c. **Conditions of Award.** A Prize will only be awarded if:
  - i. the Entrant satisfies all eligibility requirements;
  - ii. the Entry complies with all submission and content requirements; and
  - iii. the Entrant responds to winner notification within any timeframe specified by PalmSens.

Failure to satisfy these conditions may result in forfeiture of the Prize.

- d. **Verification Prior to Award.** Before awarding a Prize, PalmSens may:
  - i. verify the authenticity of the Entry;
  - ii. request additional materials in accordance with Clause 7.g;
  - iii. require confirmation of permissions, authorship, or identity; or
  - iv. conduct reasonable checks to ensure the Entrant is eligible and compliant.If verification is not satisfactorily completed, PalmSens may decline to award the Prize.

- e. **Substitution of Prizes.** While PalmSens will endeavour to award the Prizes as described, PalmSens may substitute a Prize with another item of equal or greater value if reasonably required due to availability, regulatory considerations, or circumstances beyond PalmSens's control. No cash alternatives or cash equivalents will be offered.
  - f. **Delivery of Prizes.** PalmSens will organise delivery of Prizes to the winners within a reasonable period following public announcement. As confirmed by PalmSens:
    - i. PalmSens will cover all shipping costs,
    - ii. while the Entrant is responsible for any local taxes, customs charges, or import duties imposed by their jurisdiction.PalmSens shall not be liable for delays caused by courier services, customs authorities, or circumstances outside its control.
  - g. **Non-Transferability.** Prizes are non-transferable and may not be resold, exchanged, assigned, or otherwise transferred by the Entrant without the prior written consent of PalmSens.
  - h. **Declining or Forfeited Prizes.** If an Entrant declines a Prize, fails to respond within the timeframe communicated, or is unable to accept the Prize for legal or logistical reasons, PalmSens may:
    - i. withdraw the Prize;
    - ii. offer it to another Entrant; or
    - iii. choose not to reassign the Prize.
  - i. **Right Not to Award a Prize.** PalmSens reserves the right not to award a Prize if the Panel determines that no Entry meets the required standards of merit or compliance.
  - j. **Publication of Prize Winners.** PalmSens may publish the names, professional affiliations, likenesses and social handles of Prize winners and may use their Entry and related comments for promotional purposes, as permitted under Clause 7.
11. **Disqualification.** This section describes the circumstances in which an Entrant or an Entry may be disqualified from the Competition, as detailed in the provisions that follow.
- a. **Non-Compliance with Eligibility Requirements.** PalmSens may disqualify an Entrant if it determines that the Entrant does not meet the eligibility requirements set out in Clause 3, including minimum age, lawful participation, institutional permissions, and restrictions relating to prohibited categories of individuals.
  - b. **Non-Compliance with Content Requirements.** PalmSens may disqualify an Entry that fails to comply with the requirements set out in Clause 4, including:
    - i. staged product-only images;
    - ii. images lacking recognisable Instruments;
    - iii. prohibited OEM or embedded-use images;
    - iv. unsafe, unlawful, or ethically improper content.
  - c. **Submission Irregularities.** An Entry may be disqualified if it fails to comply with the requirements set in Clauses 5 or 6, including:
    - i. incomplete, corrupted, unreadable, or submitted in the wrong format;
    - ii. submitted outside the Entry Period; or
    - iii. submitted through an unauthorised method.
  - d. **False, Misleading, or Inaccurate Information.** PalmSens may disqualify an Entrant under the terms set out in Clause 3, who provides false, inaccurate, misleading, or incomplete information in an Entry or in any declarations, permissions, or supporting documentation.
  - e. **Breach of Copyright, Permissions, or Confidentiality.** PalmSens may disqualify an Entry under the terms set out in Clause 7 if the Entrant cannot demonstrate:
    - i. authorship and originality;
    - ii. necessary permissions for individuals, institutions, or locations; or

- iii. that the Entry does not infringe third-party rights or confidentiality obligations.
  - f. **Use of AI-Generated Content.** PalmSens may disqualify any Entry under the terms set out in Clauses 4, 5 or 9, that includes AI-Generated Content—whether visual, textual, or metadata-based—or where PalmSens reasonably suspects such use.
  - g. **Fraud, Dishonesty, or Improper Conduct.** PalmSens may disqualify an Entrant who engages in any improper, fraudulent, disruptive, or abusive conduct, including attempts to manipulate the Competition process, evade entry requirements, or interfere with other Entrants or PalmSens systems.
  - h. **Failure to Provide Requested Documentation.** PalmSens may disqualify an Entrant who fails to provide requested documentation, additional materials, proof of permissions, or clarifications as set out in Clauses 3, 4, 5, 7, 9 or 10, within a timeframe specified by PalmSens.
  - i. **Disqualification During Judging.** PalmSens or the Panel may withdraw an Entry from consideration at any stage of the judging process if new information arises that:
    - i. indicates non-compliance;
    - ii. casts doubt on authenticity or authorship; or
    - iii. contradicts declarations made by the Entrant.
  - j. **Consequences of Disqualification.** If an Entrant is disqualified:
    - i. their Entry will not be considered for a Prize;
    - ii. if a Prize has already been awarded, PalmSens may require its return where legally permissible; and
    - iii. PalmSens may publish or note the withdrawal of an Entry publicly at its discretion.
  - k. **Finality of Decision.** All decisions regarding disqualification shall be made at PalmSens’s sole discretion and are final. No correspondence or appeal will be entered into.
- 12. **Privacy & Data Protection.** This section describes how personal data submitted by the Entrant will be collected, processed, stored, used, and retained in connection with the Competition, including for long-term marketing and archival purposes, as detailed in the provisions that follow.
  - a. **Compliance with Data-Protection Laws.** PalmSens will process personal data relating to the Entrant in accordance with applicable data-protection legislation, including the [General Data Protection Regulation \(EU\) 2016/679 \(“GDPR”\)](#).
  - b. **Categories of Personal Data Collected.** PalmSens may collect and process the following categories of personal data:
    - i. the Entrant’s identifying information (name, email address, country, professional affiliation);
    - ii. information submitted as part of an Entry, including captions, descriptions, location information, and links;
    - iii. Image metadata and submission-related technical information (timestamps, IP logs, file details).
  - c. **Purposes of Processing.** PalmSens will process personal data for the following purposes:
    - i. administration of the Competition, including screening, judging, and communications;
    - ii. verification of eligibility, authorship, and compliance;
    - iii. publication and promotion of Prize winners, including the Entrant’s name, affiliation, and social handles;
    - iv. delivery of Prizes and prize-fulfilment communications;
    - v. long-term archival, marketing, and promotional use of Entries and accompanying text as permitted under Clause 7;

- vi. maintenance and expansion of PalmSens's email contact list, where the Entrant has provided valid opt-in consent for receiving marketing communications.
- d. **Lawful Bases for Processing.** PalmSens relies on the following lawful bases for processing personal data:
  - i. **Performance of a contract.** Processing of Entry content, rights verification, prize administration, and use of Images under the licence granted in Clause 7 is necessary for PalmSens to fulfil its obligations under these Terms and Conditions.
  - ii. **Legitimate interests.** PalmSens may process and retain Entries (Images, captions, descriptions) for:
    - long-term promotional use;
    - maintenance of PalmSens's image library;
    - internal historical archiving of Competition materials.These interests are not overridden by the Entrant's rights due to the nature of the Competition and the licence granted.
  - iii. **Consent.** PalmSens will process email addresses for *marketing and newsletter purposes* only where the Entrant has explicitly opted-in via the entry portal.
  - iv. **Legal obligations.** Where PalmSens must retain or disclose data due to auditing, accounting, or regulatory requirements.
- e. **Data Sharing and Publication.** PalmSens may share or disclose personal data:
  - i. with the Panel for judging purposes;
  - ii. with authorised third-party service providers (e.g., hosting providers, email services, shipping carriers);
  - iii. publicly, when announcing winners, including publication of names, affiliations, and social handles; and
  - iv. with distributors or partners where publication rights granted under Clause 7 permit such use.
- f. **Data Retention.** Personal data will be retained as follows:
  - i. Entry materials (Images, captions, descriptions, metadata): Retained indefinitely, where necessary for ongoing promotional, archival, or marketing purposes in accordance with the licence granted under Clause 7.
  - ii. Contact information for marketing purposes: Retained until the Entrant withdraws consent or unsubscribes from marketing communications.
  - iii. Administrative and competition-related data: Retained for as long as required to manage the Competition and for a reasonable archival period thereafter, unless a longer retention period is required by law.
- g. **Data Security.** PalmSens will implement appropriate technical and organisational measures to protect personal data against accidental loss, unauthorised access, misuse, alteration, or disclosure.
- h. **Entrant Rights Under GDPR.** Subject to applicable law, the Entrant may:
  - i. request access to personal data held about them;
  - ii. request correction of inaccurate data;
  - iii. request deletion of their personal data, provided that doing so does not conflict with the Entrant's contractual commitments or PalmSens's legal obligations;
  - iv. withdraw consent for marketing communications at any time;
  - v. request restriction of processing;
  - vi. object to processing based on legitimate interests;
  - vii. request data portability where applicable.

Where the Entrant requests deletion of personal data necessary to administer the Competition, the Entry will be withdrawn. Where the Entrant requests deletion of Entry

materials retained under the licence in Clause 7, PalmSens may refuse such deletion where retention is necessary for legitimate interests (e.g., ongoing marketing use consistent with the granted licence).

- i. **International Transfers.** Where personal data is transferred outside the European Economic Area, PalmSens will ensure compliance with GDPR transfer requirements, including adequacy decisions or appropriate safeguards.
  - j. **Disclosures Required by Law.** PalmSens may disclose personal data where legally required to do so or where such disclosure is necessary to protect PalmSens's legal rights or those of third parties.
  - k. **Contact for Data-Protection Matters.** Entrants may contact PalmSens with any data-protection queries or rights requests using the contact details provided in Clause 14.
13. **Governing Law.** This section describes the legal framework governing these Terms and Conditions and the manner in which disputes arising in connection with the Competition will be resolved, as set out in the provisions that follow.
  - a. **Governing Law.** These Terms and Conditions, and any dispute or claim arising out of or relating to the Competition, shall be governed by and construed in accordance with the laws of The Netherlands, without regard to principles of conflict of laws.
  - b. **Exclusive Jurisdiction.** The Entrant and PalmSens agree that the courts of The Netherlands shall have exclusive jurisdiction to hear and determine any dispute, claim, or proceeding arising out of or relating to the Competition or these Terms and Conditions.
  - c. **Mandatory Local Law.** Nothing in this section shall prevent PalmSens from complying with any mandatory legal obligations imposed by the laws of the Entrant's jurisdiction, to the extent such obligations cannot be excluded under applicable law.
  - d. **Language of Proceedings.** In the event of any dispute, these Terms and Conditions shall be interpreted in the English language, and any translation shall be provided only for convenience. Proceedings shall be conducted in English unless Dutch courts require otherwise.
  - e. **Pre-Action Resolution.** Before initiating formal legal proceedings, the Entrant agrees to make reasonable efforts to resolve any concern or dispute by contacting PalmSens using the details provided in Clause 14.
14. **Communications.** This section provides the official contact details for PalmSens, to be used by Entrants for Competition-related enquiries, submissions of data-protection requests, or any other communication relating to these Terms and Conditions, as set out in the provisions that follow.
  - a. **General Enquiries.** Any questions or communications relating to the Competition, including clarification of requirements or procedural matters, shall be directed to:  
Email: [awards@palmSens.com](mailto:awards@palmSens.com)  
This address serves as the primary point of contact for Entrants regarding all Competition-related enquiries.
  - b. **Data-Protection and Privacy Requests.** Any request made by an Entrant in connection with their personal data—including requests concerning access, rectification, deletion, withdrawal of consent, or the exercise of any other rights under applicable data-protection laws—shall be submitted to the contact address listed in Clause 14.a, with the subject line clearly indicating that the request relates to data protection or privacy.
  - c. **Correspondence Requirements.** Entrants must ensure that all correspondence includes their full name, the email address used in their Entry, and sufficient detail to

enable PalmSens to identify the relevant Entry or request. PalmSens may decline to respond to incomplete or unclear communications.

- d. **Communication By PalmSens.** PalmSens may contact Entrants using the email address supplied in the Entry form for all matters relating to:
  - i. confirmation of submissions;
  - ii. requests for additional information or documentation;
  - iii. notification of status or Prize results;
  - iv. data-protection or administrative matters.
- e. **No Alternative Communication Channels.** PalmSens is not required to process communications submitted through social media, personal staff email addresses, distributor channels, or any communication routes other than those listed in this Clause.