

'Picture This' Logan Photography Contest

- Terms and Conditions -

GENERAL

1. Information on how to enter and prizes form part of the Terms and Conditions. Participation into this competition is deemed acceptance of these Terms and Conditions by the participant and evidences an intention to be bound by the Terms and Conditions.
2. The Promoter is Logan City Council (ABN 21 627 796 435) of 150 Wembley Road Logan Central QLD 4114 ("**Promoter**").
3. The competition commences on **25 May 2018 at 00:01** Australian Eastern Standard Time (AEST) and closes on **31 July 2018 at 23:59 AEST**("Promotional Period").
4. If there is any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions will prevail.

WHO CAN ENTER

1. Entry is only open to Australian residents or people residing in Australia, inclusive of residents over and under 18 years of age who have fulfilled and abided by these Terms and Conditions.
2. If a participant who is under the age of 18 years wishes to enter, they must have their parent or guardian's consent prior to entering into the competition. If such consent is not obtained, the entry will not be considered as valid for the purposes of the competition.
3. Employees, and their immediate families of the Promoter, and agencies associated with this competition are able to enter the competition, but are not eligible to receive any prizes for their participation or entry. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or 1st cousin.

HOW AND WHEN TO ENTER

1. To enter, participants must complete the following process during the Promotional Period:
 - a. **Snap:** Take a picture of people, places and happenings in the City of Logan.
 - b. **Send:** Enter by submitting the photograph taken via the online entry form available on the Promoter's website for the competition, www.picturethislogan.com.au and complete all sections.
 2. Only digital files, being pictures submitted online via the Promoter's online entry form, will be accepted as eligible entries.
 3. The photograph that is submitted via the online entry form must meet the following requirements for the entry to be eligible:
 - a. an original work or photograph of the participant that has not been published before;
 - b. be a minimum size of 10MB;
 - c. not exceed a size of 30MB;
 - d. have a minimum dimension of 6000 x 4000 or 24megapixels;
 - e. be in JPEG or PNG format with a quality of 80% or better;
 - f. named: entrant-name_title-of-work_date (eg. John-Smith_love-Logan_2018);
 - g. be in colour or black and white;
 - h. have no watermarks or text incorporated on the image; and
 - i. must be accompanied by a brief artist statement of up to 30 words.
- Any entries that do not meet the above requirements will be considered ineligible.
4. Each entry must be unique to the participant and received by the Promoter within the Promotional Period.
 5. Filters may be applied and photo editing software may be used on images submitted as long as the work is original to the participant. Entries that are computer generated are considered to be invalid and will not be accepted.
 6. Any participant found to have used multiple accounts to enter the same entry will be ineligible.

7. Other than as agreed by the participant under these Terms and Conditions, personal information provided as part of entry will not be disclosed without your consent for any other purpose unless required by law.
8. The entrant must have the written, signed and dated permission of any people appearing in the image submitted and must be able to produce evidence of this permission if requested during the judging process.
9. The Promoter reserves the right, at any time and in its sole discretion, to disqualify any participant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any improper misconduct in order to jeopardise the fairness of the competition. Any errors or omissions may be accepted at the Promoter's discretion and any failure of the Promoter to enforce its rights under this clause does not constitute a waiver of those rights.

PHOTO SUBMISSION GUIDELINES

1. By entering your work in the Picture This contest you acknowledge that you are the owner of the copyright.
2. By entering the competition participants agree and understand that their written entries and/or photographs may be used for promotional purposes within the context of the competition without any payment or other compensation to the participant and that pictures cannot be returned once they have been submitted.
3. Each participant warrants that by submitting an entry into the competition, that the submitted photograph is a genuine and accurate representation of the location, person or scenery contained in the picture.
4. The Promoter reserves the right to disqualify any participant submitting an entry which, in the opinion of the Promoter, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language. All photographs will be reviewed by the Promoter to ensure any objectionable content is screened and will consider if the entry will still remain eligible through the exercise of their full discretion.
5. Photographs must be taken within the City of Logan local authority area to be eligible for entry into the competition.
6. Entries that are found to have been derived from the work of a third party will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter. Upon request, the winner may be required to sign a statutory declaration regarding the originality of the entry.

JUDGING OF WINNERS

1. All eligible entries will be judged on a shortlist of photos using the following criteria:
 - a. Entertainment value and overall visual impact – 30%;
 - b. Inspiration to others about life in Logan – 20%;
 - c. Technical Execution – 25%; and
 - d. Artistic Merit – 25%.
2. The judging panel will be made up of representatives from the following industries and professions:
 - a. Photography profession;
 - b. Griffith University academic; and
 - c. Representative of the Logan Art Gallery
3. Judging will take place after the Promotional Period has ended, between 31 July 2018 and 31 August 2018.
4. There will be 2 entries selected to win the competition and 2 winners. The 2 winners will be announced on the Promoter's official website for the competition on 31 August 2018. Each photograph received will be reviewed by the Promoter and a selection of finalists and winner images will be published on the Promoter's official website for the competition.
5. The Promoter may select additional entries to be used as replacements in the event that the first entrant chosen as a winner cannot satisfy these Terms and Conditions or take a prize.
6. The winners will be notified either by phone or via email prior to 31 August 2018 and give their automatic consent for their entries to be published on the Promoter's official website for the competition, social media platforms and in the Our Logan Magazine.
7. Prizes will be made available to the participants after the winners have been announced.

- The Promoter's decision is final and no review, appeal or objection to this decision will be considered by the Promoter or otherwise available.

NUMBER OF ENTRIES PERMITTED

- Multiple unique entries to this competition are permitted provided that each entry complies with these Terms and Conditions. Entries must not be duplicates of the same image.

PRIZES ON OFFER

- The total prize pool for the competition is valued at \$10,000.00, with the value being split into equal shares and following prizes:

| Open Category | Prize | Price |
|----------------------|---|--------------|
| Winner 1 | Camera supplies from Garricks Camera House, Logan Hyperdome, Loganholme | \$5000.00 |
| Winner 2 | Camera supplies from Garricks Camera House, Logan Hyperdome, Loganholme | \$5000.00 |

- If the Promoter is unable to contact the winner in order for them to claim the prize or if the winner is unable to attend any element of the prize, that winner will forfeit the prize in its entirety and it shall be awarded to the next runner up in the competition. The Promoter will not be held liable by a winner who cannot be contacted and forfeits their prize and no review or objection to this decision will be considered by the Promoter.
- The winners agree that upon acceptance of the prizes, that they prizes may be subject to further Terms and Conditions.
- The Promoter has the right to use any image submitted for this Picture This Logan competition across their marketing and promotional collateral at any time and with the implied consent of the winner.

FURTHER TERMS AND CONDITIONS (Force Majeure)

- The Promoter reserves the right to amend these Terms and Conditions or to modify, suspend, terminate or cancel the competition in their full discretion if the competition cannot be run as originally planned or if an event beyond the control of the Promoter corrupts or affects the administration security, fairness, integrity or proper conduct of the competition. The Promoter reserves its legal rights to recover damages or other compensation from any participant who breaches this term.
- The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury or loss whether direct, indirect, special or consequential arising by way of any malfunctions as mentioned above arising from their entry. The Promoter will also not be liable for loss whether direct, indirect, special or consequential with regard to any entry that is, lost or misdirected in mail, or any email, SMS or phone call stemming from the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other participants or any other person and any injury or damage to any participants or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.
- If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions pertaining to the use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize for its intended purpose.
- Prizes are not transferable or exchangeable and cannot be taken as cash.

5. The Promoter reserves the right and has the full discretion to request winners provide proof of identity in order to claim a prize if this is in dispute or the Promoter finds it to be necessary. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
6. The Promoter reserves the right to rejudge in the event of a participant, claiming to be a winner, is unable to satisfy these Terms and Conditions.

Copyright, Moral Rights, Waiver and Liability

1. The copyright of all images submitted in the competition remain the property of the photographer.
2. As owner of the submitted image you grant the Promoter the irrevocable right to:
 - Maintain a copy of the image for marketing and exhibition purposes
 - Enlarge and adapt the image (crop, overprint or edit) for marketing and exhibition purposes
 - Publish the image on the Promoter's websites including the Promoter's official website for the competition (being either picturethislogan.com.au and/or picturethislogan.com) and social media platforms; as well as the digital and printed versions of the Our Logan magazine.
 - Use the image for promotional purposes relating to the competition; and
 - Allow the image to be reproduced and/or exhibited by the Promoter and its subsidiaries and related entities. The competition is perpetual, non-exclusive, transferable and royalty free.
3. The Promoter will acknowledge the photographer in all publicity as the creator and owner of the image.
4. An inadvertent failure of the Promoter, or failure of its subsidiaries and entities, to accord proper attribution shall not entitle the participant to withdraw the entry or the agreement to be covered and bound by these Terms and Conditions.
5. The Promoter collects entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter does not sell the personal information of any participants to other organisations but reserves the right to disclose personal information to essential service providers connected to this competition including prize suppliers purely for the purposes of prize fulfilment for any winners. Any requested with regard to personal information of a participant must be made in writing to the Promoter at: The Privacy Officer, Legal Compliance Department, Logan City Council, of 150 Wembley Road Logan Central QLD 4114.
6. By accepting the prizes and entering into the competition, the winners agree to participate and cooperate as required in all editorial activities relating to the competition, including but not limited to being interviewed and photographed. Further, the winners agree to the Promoter using their name, likeness, image, video and/or voice in any media for an unlimited period without remuneration for the purposes of promoting the competition in all media worldwide, including online social networking sites.
7. Prize winners are advised that tax implications may arise from their prizes and that they should seek independent financial advice prior to acceptance of that prize.
8. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
9. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of:
 - a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - b. any theft, unauthorised access or third party interference;
 - c. any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - d. any variation in prize value to that stated in these Terms and Conditions; and
 - e. any tax liability incurred by a winner or Entrant; or (f) use of a prize.