

## **Our Bayside: Bayside Photography Competition Terms & Conditions**

### **General**

- 1.1. This photography competition is conducted by BAYSIDE COUNCIL NSW
- 1.2. Information on how to enter and on prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
- 1.3. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
- 1.4. This is a non-acquisitive photography competition governed by these Terms and Conditions. All instructions relating to the competition on this website also form part of the Terms and Conditions.
- 1.5. Bayside Council reserves the right to amend these Terms and Conditions. Bayside Council may also cancel or suspend this competition if an event beyond the control of Bayside Council corrupts or affects the administration security, fairness, integrity or proper conduct of this competition. Bayside Council will disqualify any individual who has tampered with the entry process or any other aspect of this competition.

### **Who can enter?**

- 2.1. Bayside Photography Prize is only open to persons living or working within Bayside LGA.
- 2.2. Bayside Photography Prize is open to all residents, being a professional photographer is not a requirement.
- 2.3. There is no age limit on entering Bayside Photography Prize. For participants under 18 years of age a parent or guardian consent is required. The consenting guardian is then bound by these Terms and Conditions.

2.4. Employees, participating retailers of Bayside Council, and their immediate families are not eligible to enter the competition.

### **How to enter**

3.1. Entries will be accepted from 1 October 2024 to 31 October 2024. No entries will be accepted after 11:59pm (AEDT) 31 October 2024.

3.2. Entrants must follow the instructions provided online at <https://www.bayside.nsw.gov.au/community/arts-and-culture> In the case of any inconsistency between these Terms and Conditions and the Bayside Photography Prize instructions, these Terms and Conditions shall prevail.

3.3. Entrants must choose the appropriate category for their image. The same image cannot be uploaded multiple times and entered into different categories. The entrant may enter a maximum of one image per category.

3.4. There is no fee to enter an image into the competition.

3.5. Each entry must comply with these Terms and Conditions, including the Submission Guidelines specified below and category specific rules.

3.6. Entries must meet the Technical Specifications as follows:

3.6.1. Images must be saved as a high resolution JPEG.

3.6.2. Must be larger than 2mb and smaller than 32mb.

3.7. There is no entry fee required for this competition

3.8 Promoter is not responsible for any misdirected, late or incomprehensible entries in the competition.

### **3.9. The categories are –**

3.9.1. Open - \$1000

3.9.2. Environmental - \$500

3.9.3. Waterways -\$500

3.9.4. Transport - \$500

3.9.5. Active - \$500

3.9.6. Your Neighbourhood - \$500

3.9.7 Junior - \$300

3.9.7.1. Entrants to the Junior category must be 15 years and under at the time of submitting their entry.

### **Submission guidelines**

4.1. Entries that have been submitted into Bayside Photography Prize in previous years will not be considered for judging.

4.2. Entries that have been submitted into other award programs facilitated by Bayside Council will be considered for judging.

4.3. Each entry must be comprised of an original photograph produced entirely by the entrant or with permissions and credits when featuring archival/collaborative works.

4.4. All details provided by the entrant must be true and accurate.

4.5. The entrant is responsible for determining the appropriate permissions or model releases for their entries if required. Bayside Council does not request model release forms with entries. The entrant is solely liable for any disputes regarding permissions.

4.6. Images submitted with watermarks or branding on them will not be considered for judging and will be disqualified.

4.7. Entries that are found to breach these Terms and Conditions, will be considered invalid and, if awarded a prize, that prize must be returned to Bayside Council. The winners may be required to sign a statutory declaration regarding the originality of the entry.

### **Deliberation**

5.1. The initial review of images, shortlisted up to 10 images per category, will be completed by a panel from Bayside Council. Shortlisted semi-finalists will not win a prize as a result of being determined shortlisted but their works will be put on display in the online gallery.

5.2. The second round of the deliberation process will be decided by Bayside Council through a scoring system.

5.3. The top 5 highest scoring images from each category will be deliberated and discussed further by the committee.

5.4. If any of the shortlisted images are found to be in breach of these Terms and Conditions, the Promoter reserves the right to disqualify.

5.5. There will be no correspondence between entrants and committee throughout this process.

### **Prizes**

6.1. Each category will have its own winner, totalling eight category winners. These prizes consist of:

6.1.1. Open – A cash prize of AUD\$1,000

6.1.2. Flora and Fauna – A cash prize of AUD\$500

6.1.3. Waterways – A cash prize of AUD \$500

6.1.4. Transport – A cash prize of AUD\$500

6.1.5. Active – A cash prize of AUD\$500

6.1.6. Your Neighbourhood – A cash prize of AUD\$500

6.1.7 Junior – A cash prize of AUD\$300

6.2. Prize recipients must be agreed upon by the committee.

6.3. Winners will be announced through Bayside Council's website, newsletter and social media.

6.4. All decisions from the committee are final.

6.5. Any prize recipients subsequently found by Bayside Council to have breached these Terms and Conditions must return any awarded prize within 30 days of a request to do so. Bayside Council will have the final decision on what to do with the prizes.

6.6. Bayside Council will not be responsible for any costs associated with winning or delivery of the prizes unless specifically stated in these Terms and Conditions.

6.7. Prizes are not transferable or exchangeable.

## **Rights**

- 7.1. All copyright remains with the photographer / entrant.
- 7.2. The Promoter asserts no claims to the rights of any image entered into the competition.
- 7.3. Entrants consent to the use of their images for marketing purposes within Bayside Councils collateral unless stated otherwise.
- 7.4. By entering the awards, entrants grant the Promoter use of credited images through the Bayside Council's website, newsletter and social media channels to promote Bayside council and its initiatives at any time in the future.
- 7.4. At any time, if an entrant decides they do not want their image used, Bayside council will oblige.
- 7.5. Bayside council will not be liable for any third-party misuse of images.
- 7.6. Each entrant acknowledges that Bayside Council is under no obligation to use their entry.
- 7.7. If there is any point where the competition needs to be postponed entrants will be notified
- 7.8. If there is a point when the Bayside Council must cancel the competition all community members and entrants will be notified.

## **Website use**

- 8.1. You must not use the Bayside Council website content to distribute, reproduce, publish, alter, modify, create derivative or exploit such contents for commercial benefit.
- 8.2. You may not transmit any unsolicited or unauthorised advertising, collect any available personal information from the Bayside Council Website on other individuals or upload personal information of other individuals, including their names, address, phone number or any other identifying information.

8.3. Bayside Council cannot guarantee the continuous integrity of its servers. As a result, you may at times experience disruption or other difficulties in using the Bayside Council Website. Bayside Council has no liability for loss or costs of any kind you suffer as a result of or in connection with any disruption or other difficulties in using the Bayside Council Website. Bayside Council is not responsible for any failure of equipment or technical error associated with the competition or for any incorrect information, commission, interruption or delay in operation.

8.4. Bayside Council is not responsible for any theft, unauthorised access or distribution of any entries.

## 11. Use of cookies

11.1. A cookie is a small file sent by the Bayside Council web server onto your web browser software when you access the Bayside Council website. Some parts of the Bayside Council website may use cookies to maintain contact through a session. The cookies allow us to recognise you as you move from one page of this website to another. The cookies that are used by the Bayside Council website do not collect any personal information and we do not combine information collected through cookies with other personal information to tell us who you are other than to authenticate the user for security purposes. If you prefer not to receive cookies, you can adjust your internet browser to refuse cookies or to warn you when cookies are being used. Refusal may make some parts of our websites inaccessible, unusable, or not function correctly.

## 12. Bayside Council also uses the following companies and technologies:

12.1. Google Analytics to analyse usage statistics on our websites. This analysis is performed using data collected from the Bayside Council websites and is used to improve the web experience of our users. No personally identifiable information is collected by Google from this website by the use of cookies. You can find out more about the kinds of information that Google collects in their Privacy Policy.

12.2. Google Adwords to provide re-marketing, online advertisement delivery and tracking. Google use cookies to serve ads based on past visits to our website. You can find information about how you can opt out of Google's use of cookies by visiting Google's Ads Settings. Alternatively, you opt out of a third-party vendor's use of cookies by visiting the Network Advertising Initiative opt-out page.

12.3. Facebook to provide online advertisement delivery and tracking. Information on Facebook's advertising policy and instructions on how to opt-out are available on their website.

### 13. External links and social networking sites:

13.1. This site contains links to other sites. Bayside Council is not responsible for the privacy practices or the content of such web sites. Bayside Council is also active in several social networking spaces such as Facebook, Twitter, Instagram, YouTube and Vimeo. Please be aware that Bayside Council is not responsible for the privacy practices of these external platforms and users should familiarise themselves with each platform's conditions prior to contributing in these spaces.

### 14. Privacy Collection Statement

14.1. By submitting an entry into this competition or voting in the People's Choice entrants and voters consent to receive promotional and other marketing messages from Bayside Council (including messages sent electronically for an unlimited period of time). Entrants and voters will be able to opt-out at any time by following the instructions included in each message sent by Bayside Council.

14.2. Bayside Council and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). Bayside Council may disclose personal information collected to an agent who is engaged for prize fulfilment.

### 15. Liability and Governing Law

15.1. 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 Australian Securities and Investments Commission Act 2001 (Cth) or similar consumer protection laws in the State and Territories of Australia ('Non-Excludable Guarantees'). For any Non-Excludable Guarantee in relation to any prizes awarded under these Terms and Conditions for which the Promoter is able to limit the remedy for a breach, the liability of Bayside Council for breach of the Non-Excludable Guarantee is limited to one or more of the following at the Promoter's option:



the replacement of the prize or the supply of an equivalent prize;

the repair of the prize;

the supplying of the prize again;

the payment of the cost of replacing the prize or of acquiring an equivalent prize;

the payment of the cost of having the prize repaired; or

the payment of the costs of having the prize supplied again.

15.2. With respect to this competition, except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Bayside Council (including its respective officers, employees and agents) is not responsible for and excludes all liability (including for 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, relating to, or in any way connected with: (a) any technical difficulties or equipment malfunction (whether or not under Bayside Council'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 Bayside Council) due to any reason beyond the reasonable control of Bayside Council; or (d) any tax liability incurred by a winner or entrant.

15.3. To the maximum extent permitted by law, Bayside Council expressly disclaims liability for any loss or damage whatsoever (including but not limited to indirect or consequential loss) or for any personal injury which is suffered or sustained in connection with any entrant's participation in the competition or the acceptance of the prizes. The winners indemnify Bayside Council against any liability, injury, loss or damage which may be suffered, incurred or sustained by Bayside Council arising out of, relating to, or in any way connected with, any act or omission (including negligence) by the winners, or their use of the prizes, or their breach of these Terms and Conditions.

15.4. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.

15.5. The competition is governed by the laws of New South Wales, Australia. Each entrant irrevocably agrees that the courts of New South Wales shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and/or to settle any disputes which may arise out of or in connection with the competition and, for these purposes, each entrant irrevocably submits to the exclusive and binding jurisdiction of the courts of New South Wales.