



## Explore Our Great Outdoors Summer Photo Comp Terms and conditions

Lake Macquarie City Council (**'the Promoter'**) is conducting the Explore Our Great Outdoors Summer Photo Competition (**'the Promotion'**).

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions and any entry non-compliant with these Terms and Conditions is rendered invalid.
2. The Promotion commences at 9.00am Australian Eastern Standard Time ("AEST") on 01 December 2024 and closes at 5.00pm AEST on 17 January 2025 ("**Promotion Period**").
3. Only one entry is permitted per person per 'category', allowing for a maximum of two entries. Each entry must be created by the entrant and cannot be the same.
4. Entries are submitted online via a dedicated page on Council's website. Hardcopy or emailed submissions will not be accepted.
5. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged, based upon individual creative merit. All entries must be an independent creation by the entrant. Entries must not have been published previously and/or have been used to win prizes in any other competitions.
6. The judging will be undertaken by a professional photographer. In the event that more than 100 entries are received, a panel of Council staff will undertake a shortlisting process, and the professional photographer will assess the shortlist.
7. The judging panel reserve the right to request original versions of photographs if excessive editing is suspected.
8. Photographs will be judged by how well they:
  - Embody the competition themes.
  - Encourage environmental stewardship.
  - Are composed/shot.

9. Upon completion of all of the requirements above and subject to compliance with all Terms and Conditions, the entry is deemed complete, and the entrant will automatically be entered in the draw using the details provided to have a chance of winning a prize. Subject to condition 10 below, each entry becomes the property of the Promoter on submission. All details will be held in accordance with the relevant privacy legislation, and Lake Macquarie City Council's Privacy Policy, which can be accessed by visiting [www.lakemac.com.au](http://www.lakemac.com.au) or calling (02) 4921 0333.
10. Intellectual property and/or moral rights, title and interest in submitted photograph stay with the photographer. However, the entrant grants to the Promoter an irrevocable, royalty-free, non-exclusive, non-transferable and non-sublicensable licence to use the intellectual property and/or moral rights in the entry for the purposes of the Promotion. Further, in submitting an entry, the entrant represents and is taken to represent to the Promoter that:
  - (a) any use, disclosure, reproduction, transmission, exhibition, communication, adaption, publication or otherwise the exercise of rights in relation to the entry in whatever form by or on behalf of the Promoter or its agents or subcontractors will not infringe the intellectual property or moral rights of any person and is consented to by all relevant right holders; and
  - (b) each right holder possessed of intellectual property or moral rights arising in relation to or connection with the relevant entry agrees that its intellectual property or moral rights are not and will not be infringed by, and consents to, acts or omissions of the Promoter or its agents or subcontractors which would otherwise constitute an infringement of legislation dealing with intellectual property or moral rights.
11. The Promoter reserves the right to verify the validity of all entries and reserves the right to disqualify any individual entrant or group of entrants if, in its reasonable opinion, the entrant(s) have tampered with the entry or verification process, including but not limited to the utilisation of techniques to make multiple entries or the submission of an entry that is not otherwise in accordance with these Terms and Conditions.
12. If for any reason this Promotion is not capable of running as planned, the Promoter reserves the right in its sole discretion, to cancel, terminate, modify or suspend the Promotion. The Promoter may in its sole discretion disqualify any entrant who tampers with the entry process in this way.
13. Photographers are obliged to get an approval (image release) from any subject whose face is clearly visible/identifiable in the picture.
14. Total prize pool for the Promotion is valued at approximately \$3000 RRP.
15. After the end of the Promotion Period compliant entries will be judged in accordance with the judging criteria and announced on or before 30 January 2025.
16. The winners will be notified by telephone or email before 30 January 2025.
17. The prize is not transferable and cannot be taken as or redeemed for cash.

18. The prize value is correct at time of publication, but no responsibility is accepted for any variation in the value of any prize.
19. In the event that any prize item is unavailable despite the Promoter's reasonable endeavours to procure such item, the Promoter reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any directions from the relevant regulatory authority or to any legal compliance requirements.
20. The Promoter retains the absolute discretion to require a winner to provide proof of age, residential address and identity in a form determined by the Promoter before awarding the prize.
21. The Promoter reserves the right to not award a prize in all categories if there are insufficient entries.
22. Each entrant and the winner agree that all right, title, interest and risk in the prize vests in the winner upon its collection. Upon collection, the Promoter is not responsible if a prize is lost, stolen, destroyed, or used without the winner's permission. The winner also agrees that the Promoter is not responsible for the provision of, or availability of accessories or other items required to use the goods or services the subject of the prize.
23. Each prize winner should look to the retail supplier or manufacturer of that prize product or service for all warranties and other support. However, these Terms and Conditions do not exclude or limit the application of any statutory provision (including a provision of the Competition and Consumer Act 2010 (Cth) where to do so would contravene that legislation or cause any part of these Terms and Conditions to be void.
24. If the initial winner does not claim their prize within one month of being notified to claim their prize, the Promoter may award that unclaimed prize to an entrant whose entry has not already been awarded a prize in the Promotion but whose entry the judging panel determines in accordance with the judging criteria displays outstanding individual creative merit.
25. Entrants and prize winners consent to their name and a copy, image or other representation of their entry being published by the Promoter or the media.
26. The Promoter is not liable for any loss or damage whatsoever which is or may be suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained during the course of accepting or using the prize, except for any liability which cannot be excluded by law.
27. The Promoter's decision in relation to the interpretation and enforcement of the Terms and Conditions and the judging and awarding of the prize is final.
28. The Promoter is Lake Macquarie City Council (ABN 81 065 027 868) of 126-138 Main Road, Speers Point, NSW, 2284. The Promoter's contact person is Melinda Brown [mbrown@lakemac.nsw.gov.au](mailto:mbrown@lakemac.nsw.gov.au)