

Competition Terms and Conditions

Item 1	Promoter	Boroondara City Council of 8 Inglesby Road, Camberwell 3124
Item 2	Competition	<p>Boroondara Photograph Competition 2024 - 'Explore Boroondara', including:</p> <ol style="list-style-type: none"> Open Photographers Competition; and <ol style="list-style-type: none"> Historical Boroondara Today Young Photographers Competition <ol style="list-style-type: none"> Primary School Photographers Secondary School Photographers
Item 3	Entry Period	<p>Entries open: 9:00am AEST on Monday 19 February 2024</p> <p>Entries close: 11:59pm AEST on Sunday 5 May 2024</p>

Item 4	Entry Procedure	Entry
		<p>1. Entry</p> <p>1.1. The Entrant must:</p> <ol style="list-style-type: none"> complete the entry form online at https://www.boroondara.vic.gov.au/photo-competition; The Entrant will submit their photograph via 'Formstack'. The Promoter will collect the information using 'Formstack' and store entry files using 'Dropbox Storage Integration'. Formstack and Dropbox Storage Integration are companies based in the United States of America (USA) where their servers are located. Formstack's privacy policy is available on their website formstack.com/privacy. Dropbox Storage Integration's privacy policy is available on their website dropbox.com/privacy. Submit a photograph showcasing Boroondara places or people, taken within the City of Boroondara, online via the above competition page. <p>2. Requirements</p> <p>2.1. The photograph must have been taken within the City of Boroondara (which includes the former cities of Camberwell, Hawthorn and Kew);</p> <p>2.2. Photographs must be taken by:</p>

Item 4	Entry Procedure	Entry
		<p>(a) The Entrant, in all categories of the Young Photographers Competition and the category labelled 'Boroondara Today' in the Open Photograph Competition; and</p> <p>(b) The Entrant or the Entrant's Immediate Family Member, in the category labelled 'Historical' in the Open Photograph Competition.</p> <p>2.3. Photographs must be taken in the time period that corresponds to that category that the photograph is to be entered into. The relevant categories and corresponding time periods are:</p> <p>a) Open Photographers Competition</p> <p>(i) Historical Category</p> <p>Photographs must be taken between 1 January 1800 to 31 December 2020.</p> <p>(ii) Boroondara Today Category</p> <p>Photographs must be taken on or after 1 January 2021.</p> <p>b) Young Photographers Competition</p> <p>(i) Primary School Photographers</p> <p>Photographs must be taken on or after 1 January 2021.</p> <p>(ii) Secondary School Photographers</p> <p>Photographs must be taken on or after 1 January 2021.</p> <p>2.4. Photographs may be taken digitally or using film.</p> <p>2.5. Photographs may be submitted in colour or in black and white.</p> <p>2.6. Photographs must be submitted online in JPEG or TIFF digital format. DVD, CD, USB, fax or email will not be accepted as a valid entry.</p> <p>2.7. Entries will be deemed invalid where:</p> <p>(a) The same photograph is submitted in more than one category;</p>

Item 4	Entry Procedure	Entry
		<ul style="list-style-type: none"> (b) The Entrant submits a photograph in a category for which they are not eligible; (c) The photograph is not taken within the City of Boroondara or the photograph is taken within the City of Boroondara but the subject is outside the boundaries of the City of Boroondara; (d) The photograph was not taken by the Entrant (or the Entrant's Immediate Family Member if entering the category labelled 'Historical' in the Open Photographers Competition); (e) The photograph was taken outside of the time period that corresponds to the category that the photograph is entered into; (f) The photograph is considered by the Promoter, in its absolute discretion, to be offensive or depict adult themes; (g) The photograph is marked in such a way that the Entrant is identifiable (including watermarks); or (h) The Photograph has been doctored, constructed or altered (excluding minor enhancements), such that it is no longer original. (i) The Entrant has already entered 10 photographs in one category.
Item 5	Draw Detail	<p>The Winner(s) will be selected by the judge or judges based on relevance to the theme, artistic merit, technical merit, originality and creativity. The judge or judges' decision is final and no correspondence or discussion will be entered into regarding the Competition.</p>
Item 6	Winner(s) Notification	<p>Winners will be notified via email and telephone, using the contact details provided in the online entry form by Monday 17 June 2024.</p> <p>The Winners will be formally announced at the Boroondara Photograph Competition Awards Night at the Hawthorn Town Hall Gallery 360 Burwood Road, Hawthorn VIC 3122 on Wednesday 26 June 2024.</p>

Item 7	Prize	Prize details
		<p>1. Prize Details</p> <p>The Prize includes:</p> <p>1.1. Young Photographers Competition</p> <ul style="list-style-type: none"> (a) First prize in each category is \$100.00 and the exhibition print of the winning photograph; (unframed, size up to 69.8 x 54.8 cm). (b) Second prize in category is the exhibition print of the submitted photograph; (unframed, size up to 69.8 x 54.8 cm) and (c) Third prize in category is the exhibition print of the submitted photograph (unframed, size up to 54.8 x 39.5 cm). <p>1.2. Open Photographers Competition</p> <ul style="list-style-type: none"> (a) First prize in each category is \$100.00 and the exhibition print of the winning photograph; (unframed, size up to 69.9 x 54.8 cm). (b) Second prize in each category is the exhibition print of the submitted photograph; (unframed, size up to 69.8 x 54.8 cm) and (c) Third prize in each category is the exhibition print of the submitted photograph; (unframed, size up to 54.8 x 39.5 cm) and (d) The 'Highly Commended Awards' in each category (as applicable) are the exhibition print of the submitted photograph(s); (unframed, size up to 54.8 x 39.5 cm) <p>1.3. People's Choice Overall Prize</p> <p>The 'People's Choice Overall' Prize is \$100.00.</p> <p>1.4 Best in Competition Prize</p> <p>The 'Best in Competition' Prize is a private photography lesson with an artist.</p> <p>2. Exhibition Details</p> <p>2.1. Winners, as well as second-place, third-place and highly commended award recipients, will have their photographs included in the Celebrate Boroondara Exhibition.</p>

Item 7	Prize	Prize details
		2.2 Exhibition prints will be available for Winners, as well as second-place, third-place and highly commended award recipients to collect from the library after the Explore Boroondara Exhibition has been de-installed from Monday 19 August 2024.
Item 8	Special Conditions	<p>1. Consent Forms</p> <p>1.1. The Entrant must procure a Consent Form from any living, identifiable individual depicted in any photograph taken after 1 January 1994 that is submitted for entry in the Competition. If any identifiable individuals are under the age of eighteen (18) years old, the Entrant must procure a consent form from the individual's parent or guardian.</p> <p>1.2. If a Consent Form is required under Special Condition 1.1, the Entrant must submit the completed Consent Form, with their entry form and photograph(s), via the Entry Procedure in Item 4.</p> <p>1.3. By submitting a photograph, the Entrant acknowledges and declares that the Entrant has obtained a valid Consent Form from all living, identifiable individuals depicted in the photograph as required by this Special Condition.</p>

Terms

1. Definitions

Amateur means a person not currently earning primary income as a photographer.

Explore Boroondara Exhibition means the 'Explore Boroondara Exhibition' held between 26 June and 10 August 2024 at the Town Hall Gallery at the Hawthorn Arts Centre, 360 Burwood Road, Hawthorn VIC 3122 (including the exhibition's online version).

Competition means the competition Item 2.

Consent Form means the documented titled 'Boroondara Photography Competition - Permission to use Photographs' which is available at <https://www.boroondara.vic.gov.au/libraries/library-events/boroondara-photograph-competition> and, if required by Special Condition 1, must be completed, and submitted as part of the Entry Procedure.

Draw Detail means the details specified in Item 5.

Entrant means any person who enters or purports to enter the Competition.

Entry Period means the period specified in Item 3.

Entry Procedure means the procedure specified in Item 4.

Immediate Family Member means a person's spouse, ex-spouse, de facto spouse, parent or step-parent, child or step-child (whether natural or by adoption), grandparent or step-grandparent, sibling or step-sibling, first cousin, uncle, aunt, niece or nephew.

Item means an item in the Schedule of these Terms.

Prize means the prize specified in Item 7.

Promoter means Boroondara City Council as specified in Item 1.

Schedule means the schedule at the start of these Terms.

Special Conditions means the special conditions in Item 8.

Terms and Conditions means these terms and conditions as amended from time to time.

Winner means an eligible Entrant selected by the judge(s) from the Competition to receive the Prize.

Winner Notification means the procedure specified in Item 6.

2. Acceptance of Terms and Conditions

By entering this Competition, you, as the Entrant acknowledge and agree that:

- 2.1. Information on how to enter and the conditions of entry form part of these Terms and Conditions;
- 2.2. Participation in the Competition is deemed acceptance of the Terms and Conditions;
- 2.3. All Items may be subject to further conditions contained in attached clauses;
- 2.4. All costs associated with entering the Competition remain the responsibility of each Entrant; and
- 2.5. All details provided by the Entrant are true and accurate.

3. Eligibility

3.1. Open Photographers Competition

- (a) Entry to the Open Photographers Competition is open to all people who reside in Australia.

3.2. Young Photographers Competition

(a) **Primary School Photographers**

The Primary School Photographers Category is only open to Entrants in primary school, who reside in Australia.

(b) **Secondary School Photographers**

The Secondary School Photographers Category is only open to Entrants enrolled in secondary school or those Entrants aged fifteen (15) to eighteen (18) years old as at 1 January 2024, who reside in Australia.

3.3. General

- (a) Employees of the Promoter and their Immediate Family Members are ineligible to enter the Competition.
- (b) Entrants under the age of eighteen (18) years old must provide parental or guardian consent to enter the Competition. If Entrants under the age of eighteen (18) do not obtain such consent, their entry will be deemed invalid.
- (c) Entrants must be Amateur photographers.

4. How to Enter

- 4.1. To enter the Competition, the Entrant must follow the Entry Procedure specified in Item 4 to the extent that Item 4 is not inconsistent with these Terms and Conditions.
- 4.2. Entries will be deemed invalid if submitted outside of the Entry Period specified in Item 3.
- 4.3. Entrants may submit up to 10 entries for each category in Item 4, that they are eligible to enter.

5. Draw Details

- 5.1. The Promoter will select the Winner(s) following the procedure specified in Item 5.
- 5.2. The Promoter reserves the right to draw reserves in case of an invalid entry or ineligible Entrant.
- 5.3. Where applicable, a judge or judges will be appointed by the Promoter at its absolute discretion. The judge or judges' decision is final and binding on Entrants.

6. Winner(s) Notification

- 6.1. The Winner(s) will be notified by the procedure in Item 6.
- 6.2. The names of the Winner(s) will be published on Boroondara City Council website.

- 6.3. While best efforts will be made to contact Winners, a Winner may be substituted via a subsequent draw on July 3, 2024, and will forfeit the Prize in whole if:
- (a) The Winner fails to respond within two weeks of the Winners Notification; or
 - (b) The Winner cannot be reasonably identified or notified and reasonable efforts made by the Promoter to identify and notify the Winner were unsuccessful.
- 6.4. Winners of any subsequent draw will be notified via the procedure specified in Item 4 within one week of the subsequent draw.

7. Prize

- 7.1. The cash Prize is specified in Item 7 and is to be paid via Electronic Funds Transfer at Point of Sale.
- 7.2. The Prize value is the recommended retail value in Australian dollars and is correct at time of printing. The Promoter takes no responsibility for variations in the Prize value.
- 7.3. The Prize is not exchangeable or redeemable for cash or other prizes. The Prize is provided by the Promoter. Transport, parking and any other costs associated with redeeming the Prize are at the Winner(s)' expense.
- 7.4. The Prize is subject to availability, non-transferable and not exchangeable. The Promoter is not responsible or liable if for any reason beyond their reasonable control if any element of any Prize is not provided. The Promoter may, subject to State regulations, substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions. The Prize does not include any other costs of a personal nature not stated. The Prize must be taken as stated and no compensation will be payable if the recipient is unable to use it as stated.
- 7.5. The Promoter will not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or any personal injury suffered or sustained in connection with the Prize except for any liability that cannot be excluded by law.
- 7.6. The Promoter reserves the right to request proof of identity, proof of residency, proof of age and proof of entry validity. Proof of identification, residency, age and entry considered suitable for verification is at the absolute discretion of the Promoter. In the event that a Winner(s) cannot provide suitable proof the Winner(s) will forfeit the Prize in whole and no substitute prize will be offered.
- 7.7. The judge or judges reserve the right to not award a prize if they are of the opinion that all entries do not have sufficient merit to warrant a prize.

8. Privacy

- 8.1. By entering the Competition, the Entrant consents to any personal information collected being used by the Promoter for the purpose, or directly related purposes, of conducting the Competition.

- 8.2. The Entrant acknowledges that any personal information collected may also be used to update Council's customer databases to assist the Promoter in discharging its functions or providing services.
- 8.3. The Entrant acknowledges that some personal information collected may also be used and disclosed in the Promoter's marketing promotions and retail activities, or when exhibiting or publishing submitted entries and such use and disclosure may occur outside Victoria.
- 8.4. Any personal information collected will not otherwise be disclosed unless permitted or required by law.
- 8.5. The Entrant acknowledges that if the personal information is not collected, the Entrant's entry may be invalid.
- 8.6. Requests to access or amend any personal information collected should be made to the Promoter's Privacy Officer via bpc@boroondara.vic.gov.au
- 8.7. The Entrant acknowledges and accepts that any photograph entered into the Competition will be:
- (a) collected and stored by the Promoter for the purposes of Council publications and use on the Council website or for other marketing purposes; and
 - (b) added to the Boroondara Library Local History collection and be made available to view on the library catalogue.

9. Release and Indemnity

To the extent permitted by law, all Entrants release from, and indemnify the Promoter against all liability, cost, loss, or expense arising out of acceptance of any prize(s) or participation in the promotion including (but not limited to) loss of income, loss of opportunity, personal injury, and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

10. General

- 10.1. All decisions and actions of the Promoter relating to the Competition and/or redemption of the Prize are exercised at its absolute discretion and are final. No discussions or correspondence with Entrants or any other person will be entered into.
- 10.2. The Promoter accepts no responsibility for any incorrectly submitted, incomplete, late, lost or misdirected entries or, for any technical malfunction of any communications network.
- 10.3. There are no charges to enter the Competition. Any costs arising directly or indirectly with entering the Competition are the Entrant's responsibility.
- 10.4. The Promoter reserves the right, at their discretion to:

- 10.4.1. adjudicate on the eligibility of Entrants;
 - 10.4.2. disqualify any Entrant where the Promoter reasonably suspect any unlawful or improper conduct, such as infringing a third party's intellectual property rights; and
 - 10.4.3. modify, suspend, terminate or cancel the Competition, as appropriate.
- 10.5. The Promoter is not liable for any loss or damage suffered as a result of the online submission of the Photograph. The Entrant is responsible for maintaining original copies of the Photograph(s) which are submitted.

11. Intellectual Property

- 11.1. The Entrant remains the owner of all intellectual property rights in all photographs submitted.
- 11.2. The Entrant agrees to grant to the Promoter a permanent, non-exclusive, irrevocable, royalty-free, worldwide licence to retain, use, publish, communicate, adapt and sub-licence any photographs submitted for Council purposes.
- 11.3. The Entrant acknowledges that the licence granted in clause 11.2 includes a right for the Promoter to licence any photograph submitted by the Entrant, to the public under a Creative Commons Attribution-NonCommercial licence (CC BY-NC). For more information about the CC BY-NC licence, visit: <https://www.creativecommons.org/licences/>.
- 11.4. By entering the Competition, the Entrant warrants that they have obtained permission from any authorised persons (including but not limited to copyright, trade mark, patent and/or design owners and individuals depicted in any photographs or images) to publish the entries on the Promoter's website, or use the material in marketing, in print and/or electronically.
- 11.5. By entering the Competition, the Entrant indemnifies the Promoter against all and any actions, claims or damages, arising from unauthorised use of the photographs (including but not limited to infringement of intellectual property rights) that may be taken against the Promoter by authorised persons.
- 11.6. The Winner(s) agree to participate as required in promotional activities relating to the competition, including but not limited to, being interviewed and photographed. The Winner(s) agree to grant the Promoters a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide.