

Terms and Conditions - Acland Street Village Business Association (ASVBA) Amateur Photo Competition

- 1. Information on how to enter and prizes form part of these Terms and Conditions. By participating, entrants agree to be bound by these Terms and Conditions. Entries must comply with these Terms and Conditions to be valid.
- 2. Entry is open to eligible entrants meeting the age requirements of each category listed in term 4. ASVBA reserves the right to request verification of age and identity of entrants. Verification is at ASVBA's discretion, whose decision is final.
- 3. The theme of the competition, for which all images must represent, is "St Kilda, My View".
- 4. The categories and prizes consist of the following:
 - Category 1: ages 16 and under winning entry prize consists of \$350 voucher to spend in Acland Street Village stores, second prize consists of \$150 voucher to spend in Acland Street Village stores;
 - Category 2: ages 17 and under winning entry prize consists of \$350 voucher to spend in Acland Street Village stores, second prize consists of \$150 voucher to spend in Acland Street Village stores

Total prize pool is \$1000. Vouchers can be spilt up over several Acland Street Village stores, with a min of \$100 voucher per store. Winners will be given a list of all stores they can choose from (approx. 150)

- 5. Competition is for amateur entrants only, photos submitted by professional photographers will not be eligible to win. For the purpose of this competition, a professional photographer is any individual who provides photography or imagery services of any kind, for which they are remunerated in any way, any individual who sells or trades images, or any individual who profits in any way for images 'taken', captured, created or owned by that individual.
- 6. ASVBA reserves the right in its sole discretion to disqualify any individual who ASVBA has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition.
- 7. Entries are open for acceptance until May 1 at 11.59pm. Late entries will not be accepted, and ASVBA assumes no responsibility for any failure to receive an entry.
- 8. Entrants may submit one entry only.
- 9. To be eligible to enter, entrants will be required to submit an image in the appropriate category which meets the following guidelines:
 - a. images must be submitted by sharing the file through a file sharing program including Dropbox or Google Drive to <u>info@aclandstreetvillage.com.au</u>;
 - b. entry must be accompanied by title of photo, entrant's name, age and email address;
 - c. any entries which are incomplete, defamatory, obscene, indecent, threatening to any person, place, business or group, abusive or hateful will not be eligible.
 - d. each entry must consist of one image in duplicate, sent in two separate files:

- i. image one must be submitted as a JPEG RGB no smaller than 150 dpi when sized at 20 x 30 inches or 3000 x 4500 pixels;
- ii. image two must be submitted as a JPEG RGB no smaller than 1200pxls by 800pxls to be uploaded to the Gallery on the ASVBA website.
- 10. Some images may require printing in a slightly different size depending on the camera it was taken on, and entrants consent to ASVBA printing the images in any size required.
- 11. Entrants warrant that all images submitted are created personally by the entrant, are original work, and do not infringe on any third party's intellectual property including copyright, trademarks, or design.
- 12. In order to provide transparency in relation to entries received, entrants agree that upon submitting their entry, they grant a non-exclusive, royalty-free licence to ASVBA to upload the image to the ASVBA website and Facebook page (in a gallery of all entries) with the Entrant's name and title of the image. The ASVBA website is: https://www.aclandstreetvillage.com.au/
- 13. The licence granted provides ASVBA the right to upload and share the image on social media on one additional occasion only within 12 months of the end of the competition. The licence granted to ASVBA does not extend to any other use by ASVBA other than for the purpose of advertising this competition and a onetime use for the purpose of advertising any future photo competition. ASVBA warrants that the image will not be used for advertising purposes other than to promote this competition.
- 14. Winners agree that ASVBA may use their image on promotional materials for 'St Kilda, My View' Photo Comp in the year following their entry.
- 15. Entrants remain the owner to all entries and maintain all rights associated with the ownership.
- 16. The winning images(s) will be chosen by a panel of judges selected by the ASVBA. The decision of the judges is final and participants agree to be bound by the decision of the judges. Entries will be judged on creativity, adherence to the theme, and technicality.
- 17. After all entries have been received on May 1, entries will be printed and judging will take place over the period of two weeks.
- 18. For each category, nine (9) finalists and one (1) winner will be announced at the Awards in Acland Precinct on May 25.
- 19. Images of the 20 finalists will be displayed in shop front windows of businesses in Acland Precinct for a min two (2) weeks following the Awards. They will also be included in an online 'magazine' shared via social media celebrating the finalists and winners. Select images, including winners images, will also be printed on postcards and distributed throughout the area.
- 20. If for any reason the competition is not capable of running as planned (including, but not limited to, tampering, unauthorised intervention, or any other causes beyond the control of ASVBA which corrupt or affect the administration, security, fairness, integrity, reputation or proper conduct of this competition) and, to the extent permitted by law, ASVBA reserves the right to vary the rules of any competition or any prizes offered or cancel the competition if it is no longer able to run the competition due to reasons beyond its control. ASVBA will not be liable for any loss or damage to any party arising from any variation or cancellation.
- 21. The laws of Australia apply to this competition to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.