

Terms and conditions

Please read these terms and conditions carefully before applying to enter the Capturing your Bribie Island photographic competition.

Entering the Capturing your Bribie Island photographic competition constitutes your acceptance of these terms and conditions. If you do not agree with any of these terms and conditions, please do not enter your photograph(s) into Capturing your Bribie Island photographic competition.

1. Definitions

For the purpose of interpreting these terms and conditions, the following terms will have the corresponding meanings:

“Capturing your Bribie Island” means the Capturing your Bribie Island photographic competition conducted by council.

“Chief Executive Officer” means the Chief Executive Officer of council or a person acting in that position.

“Council” means Moreton Bay Regional Council, and where the context permits, includes an authorised officer of council.

“Entrant” means a person who submits a photograph(s) or the photographer of the entered image as part of Capturing your Bribie Island photographic competition.

“Force Majeure Event” means any circumstance beyond the reasonable control of a party which results in that party being unable to perform an obligation on time, and includes, but is not limited to:

- a) Natural events like fire, storm, flood, landslide, washaway or earthquake
- b) National emergency
- c) Terrorist act or war
- d) An order of any court.

“Museum” means either Bribie Island Seaside Museum or other venue as specified by council.

“Judge” see clause 5(a).

“Moreton Bay Regional Council area” means the combined area of the former Redcliffe City, Caboolture Shire and Pine Rivers Shire Councils

2. Eligibility Criteria

- a) Entries open 9:00AM (AEST) Monday 23 March 2020.
- b) All Entrants must be 12 years of age or over on or before 23 March 2020.
- c) Only Entrants whom currently reside in the state of Queensland are eligible to win.
- d) There are 5 available entry categories:
 - i. 12-18 years
 - ii. Over 18 years
 - iii. Black and white image
 - iv. Drone image
 - v. Historical image, an image of 50 years or older
- e) All photographs entered into Capturing your Bribie Island must be:
 - i. Original
 - ii. Solely the work of the entrant
 - iii. Include only imagery of the Bribie Island area. Council reserves the right to request information on where a photograph(s) was taken.
 - iv. Entered photograph(s) must not be collages, composite images, be digitally manipulated, enhanced or altered other than being cropped or resized to suit required format, or include watermarks or other branding.

- v. Each image file must be submitted as 300 dpi jpg, minimum size 2MB and maximum 4MB. PLEASE DO NOT submit TIFF files. Council reserves the right to request a higher resolution copy of the Entrant's photograph(s) at a later date if required for judging or printing.
 - vi. All submissions must be accompanied by the following information: Entrant's name, address location of the image, and date of image (only if known for historical images).
 - vii. For categories i., ii, iii, and iv the photograph(s) must have been taken since **15 May 2018**.
 - viii. For v. Historical image category this photo must meet all other conditions and be taken prior to 1970.
 - ix. Portrait and landscape formats are acceptable.
 - x. Photographs are to be submitted in digital format only via the Council website.
 - xi. If under 18, entrants must have parental/guardian permission to enter the competition.
- f) Drone photography
- i. Photographs must be taken using flight on a drone.
 - ii. Council supports the safe and legal operation of remotely piloted aircraft (RPAs), including drones. All entries captured with an RPA must comply with local rules and regulations. Any images suspected of being captured illegally will be disqualified.
- g) Where the submitted photograph(s) contains an identifiable person/people, the Entrant is responsible for obtaining permission to use the image of the identifiable person/people. If the person is a minor, consent must be obtained from the parent or guardian. Council reserves the right to request written evidence of consent. Council reserves the right to reject any photograph(s) at all times notwithstanding that consent has been obtained.
- h) All photographs are licenced to council for purposes related to Capturing your Bribie Island exclusively and irrevocably until the end of the exhibition.
- i) No alterations to photographs, title or statement must be made after submission.
- j) The copyright in photograph(s) remains with the Entrant; however, council maintains the right to use the photograph(s) or part thereof in promotion of Capturing your Bribie Island, present and future. Council reserves the right to reproduce the photograph/s or parts thereof for the purpose of publicity, critical review or archival reference, in hard copy or digital/web formats. Entry of a photograph constitutes the Entrants permission for such reproduction.

3. *Additional information*

- a) The prize:
- i. Entries will be on show during the *Bribie: your stories, our stories* exhibition in 2021 as a video presentation.
 - ii. The selected winners will have their photographs professionally printed and exhibited at Bribie Island Seaside Museum during the *Bribie: your stories, our stories* exhibition. The printed images will be given back to the Entrant for them to retain.
- b) Council reserves the right to decline to exhibit any photograph which does not meet its exhibition content guidelines.
- c) An Entrant can only submit one photograph per category they are eligible to enter.
- d) If council reasonably believes, at any time, whether before or after the expiration or termination of these terms and conditions, that an Entrant has breached any of these terms and conditions, that Entrant will be liable to return the printed photograph they received as a result of their entry into Capturing your Bribie Island within 30 days of such demand by council. If this is not returned to council within the said time, council may recover the amount as a liquidated debt in a court of competent jurisdiction.
- e) Council reserves the right to waive or modify any of these terms and conditions if it forms the reasonable belief that this action is justified given the extreme or exceptional circumstances of the Entrant. Such waiver or modification must be evidenced in writing from council to the Entrant to be effective at law.
- f) Neither council nor the Entrant will be liable for non-compliance with any of these terms and conditions in the case of a Force Majeure Event.

- g) Entrants agree to release to the full extent permitted by law and to indemnify and keep indemnified the council, its officers, employees, agents, suppliers, contractors, volunteers and insurers against all liability for loss, damage and expense (including legal costs) whatsoever arising in any way associated with Capturing your Bribie Island.
- h) Council undertakes to include the name of the Entrant on all reproductions. Failure to publish a credit due to error or oversight shall not be deemed a breach of this condition. Council will seek to correct any errors or oversights when notified.
- i) Entrants agree to their images and first names being published on Council's website and social media pages, with the possibility of third party sharing.

4. *Competition closing date and entry administration fee*

- a) There is no entry fee.
- b) Photographs must be received by council no later than 5.00PM (AEST) on Friday 15 May 2020.
- c) Council reserves the right not to accept any entries which do not comply in any respect with these terms and conditions, which is determinable by council at its sole discretion.

5. *Judging*

- a) An industry-recognised judge will be appointed by Moreton Bay Regional Council.
- b) All photographs that qualify and are deemed suitable for entry into Capturing your Bribie Island will be judged.
- c) The prize:
 - a. All photographs that qualify and are deemed suitable for entry will be on show during the *Bribie: your stories, our stories* in 2021) exhibition as a video presentation.
 - b. The winners will have their photographs professionally printed and exhibited at Bribie Island Seaside Museum during the *Bribie: your stories, our stories* exhibition. The printed images will be given back to the Entrant for them to retain once the *Bribie: your stories, our stories* exhibition has ended.
- d) Council reserves the right to disqualify or reclassify any photograph(s) which, in the judge's opinion, is copied or otherwise infringes any laws or these terms and conditions. The judge's decision is final and not subject to appeal. No correspondence will be entered in relation to the judge's decision.

6. *Timeframes and correspondence*

- a) Entry into Capturing your Bribie Island is an online process. All communication will be via the email address supplied to council.
- b) Entrants should receive instant confirmation of receipt upon submission of entry.
- c) All photographs that qualify and deemed suitable for entry will be on show during the *Bribie: your stories, our stories* (in 2021) exhibition as an electronic slide presentation.
- d) The winners will have their photographs professionally printed and exhibited at Bribie Island Seaside Museum during the *Bribie: your stories, our stories* in 2021) exhibition. The printed images will be given back to the Entrant for them to retain once the *Bribie: your stories, our stories* exhibition has ended.
- e) By entering the Entrant is confirming their acceptance into the exhibition.
- f) The winning entrants will be announced on Council's website on Friday, 12 June 2020.
- g) All communication will be via email correspondence and all Entrants must keep council updated of any email or contact detail changes if they wish to receive any correspondence in relation to Capturing your Bribie Island.

7. Dispute resolution

- a)** Entrants agree that any dispute arising between the Entrant and council in relation to these terms and conditions will be dealt with as follows:
 - i.** The Entrant will notify council in writing of the nature of the dispute
 - ii.** The Entrant and council will attempt to resolve the dispute via negotiation in good faith
 - iii.** If no resolution is reached via negotiation within seven (7) days of the service of the written notice (or such extended time as the parties may agree in writing before the expiration of the seven (7) days) the dispute must be resolved by a decision of the Chief Executive Officer
 - iv.** the decision of the Chief Executive Officer will be binding on both the Entrant and council
 - v.** the decision of the Chief Executive Officer will be given to the Entrant in writing
 - vi.** at all times during the dispute resolution process, the Chief Executive Officer must act in accordance with the principles of natural justice and fairness.

8. General

- a)** These terms and conditions will be effective from the date upon which the Entrant enters Capturing your Bribie Island up to the date upon which the exhibition ends, however, any of these terms and conditions which are capable of having effect following the completion, termination or expiration of these terms and conditions (including without limitation; warranties, releases and indemnities) must remain in full force.
- b)** These terms and conditions shall be governed, constructed and interpreted in accordance with the laws in force in the State of Queensland.
- c)** In the event that any of these terms and conditions are declared invalid, such a term and condition will be severed from this document and the remainder of the terms and conditions will continue to operate in full force and effect.
- d)** The Entrant acknowledges that the purpose of these terms and conditions is to protect council in all respects and to make the Entrant liable for any loss, damage or expense suffered in any way associated with Capturing your Bribie Island and the Entrant agrees that these terms and conditions must be interpreted to achieve that purpose.
- e)** The Entrant acknowledges that he/she has had the opportunity to obtain independent legal advice prior to agreeing to these terms and conditions.
- f)** These terms and conditions supersede any prior agreement between the Entrant and council and any modification to these terms and conditions must be in writing and signed by both the Entrant and council.