

NADC Photography Competition – Australia Day 2023

Terms and Conditions

1. By clicking the 'I agree' button and otherwise entering the competition you confirm you have read and understood, and accept and agree to all of these Terms and Conditions, without alteration or exception. You should read these Terms and Conditions carefully.
2. This competition is being run by the National Australia Day Council Limited (ABN 76 050 300 626) (**NADC**) of Old Parliament House, King George Terrace, Parkes ACT 2600. To contact NADC please call 02 6120 0600.
3. To be eligible for entry, you must be:
 - a. aged 18 years or over, or under 18 and have the consent of your parent or legal guardian to enter, be an Australian citizen or resident and be residing in Australia when the entry is submitted; or
 - b. a corporate body or an organisation operating in Australia.

Entry into the competition is open to all persons except employees and agents of the NADC or State and Territory Australia Day Councils and their immediate families. A limit of one entry to the competition per person applies. No more than 3 photos may be submitted with an entry.

4. The competition commences on **9am AEDT** on 25 January 2023 and entries close at **5pm AEDT** on 31 March 2023. Any entry received after this time will not be eligible. The NADC reserves the right to change the duration of the competition at any time.

Entry

5. All photographs must be taken on Australia Day 2023, being the 26th January 2023. Photos must be taken in Australia or its external territories.
6. To enter the competition you must:
 - a. *upload the photographs you wish to enter via the competition's online entry form at <https://australiadayphotocompetition.awardsplatform.com/>;*and
 - b. complete the competition's online entry form in English.
7. Where a person is able to be identified in a photo you must have obtained that person's written consent for the image to be submitted, used in this competition and used as contemplated by these Terms and Conditions (or from their parent or legal guardian if under 18 years of age). You must provide evidence of this consent to NADC upon request. NADC reserves the right at any time to reject any photographs where consent or evidence of such consent is not provided to the satisfaction of NADC.
8. Entries may originate in any format including but not limited to digital files, digital prints, colour prints, or black and white prints – so long as they are submitted electronically in a.JPGG.jpg, or .png format. HDR images are acceptable.
9. Entrants may be asked to supplement their submission with more explanation about the photo or to provide a higher resolution version of the photo anytime during the competition period.
10. Entries are considered to have been received by the NADC when actually receipted by the NADC. They are not considered received at the time sent by the entrant.
11. All photographs submitted must have been taken in a safe and lawful manner.

Disqualification

12. The NADC may reject entries without notice or explanation, where the NADC considers, in its sole discretion, that the entry or entrant (as applicable):
 - a. does not comply with the Terms and Conditions;
 - b. is taken in an unsafe manner or involves putting any person in danger;

- c. does not comply with law or infringes the right of any person (including intellectual property rights);
- d. involves or is related to any illegal activity;
- e. is misleading or deceptive;
- f. contravenes any law;
- g. is not of a high quality as determined by the NADC;
- h. does not meet the requirements for the competition or disrupts the competition; or
- i. is offensive, rude, harassing, potentially defamatory, discriminatory, indecent, obscene, distressing or is otherwise inappropriate or objectionable.

Judging

13. Entries in each State and Territory will be judged by their applicable State or Territory Australia Day Council to select three finalists for that State or Territory. The panel of judges in the State or Territory will consist of no less than 1 person and no more than 3 persons (unless otherwise determined by the NADC). If the State or Territory Australia Day Council is unavailable for judging, the finalists for that State or Territory will be selected by NADC management.
14. The NADC Board will select the competition winner from among the finalists selected by the applicable State and Territory panel of judges.
15. Entries will be judged based on the following criteria (Judging Criteria):
 - a. demonstrate the message 'Reflect, Respect and Celebrate. We're all part of the story' by reference to either:
 - i. reflecting on the past, present and future;
 - ii. respecting each other's stories, contributions and hopes; and/or
 - iii. celebrating being Australian together, part of a proud, ancient, multicultural nation that values the contribution of each and every citizen;
 - b. showcase 'doing something Australian' (for example cultural, food, music, sport); and
 - c. originality, composition and overall impact.
16. The State and Territory finalists (three from each jurisdiction) will be selected by 5pm AEST on 21 April 2023.
17. Entrants will be advised via email by 28 April 2023 if they have been selected as a finalist in the competition.
18. Each State and Territory will select three finalists. All three finalists will go through to the national judging process. The NADC Board selects the winner. The winner will be notified by email on 26 May 2023.
19. The name of the winner and names of the State and Territory finalists will be published on the NADC website at australiaday.org.au by 31 May 2023.
20. The NADC in its sole discretion may cancel, terminate, modify or suspend the competition, or invalidate any affected entries, where it is considered necessary or appropriate by the NADC to do so.
21. The NADC has the right at all times to accept or reject any photograph.
22. Any decision of the NADC about this competition is final.

Prize

23. The 3 finalists in each State and Territory which are selected will receive a monetary prize of \$2,000 each. The winner of the overall competition will receive an additional monetary prize of \$10,000. The total prize pool is valued at \$58,000.

24. Each prize is in Australian dollars, and is inclusive of any GST and taxes. Prize winners are responsible for complying with all relevant taxation laws.
25. The prizes will not be transferable to another person.
26. No part of the prize is exchangeable or redeemable for any other prize.

Use of Entries

27. Any winning or finalist photograph may be used by the NADC (and any person authorised to do so by NADC) for the purpose of marketing and promoting Australia Day and Australia Day Network Events, including without limitation being featured on the cover of the NADC's annual report and used in Australia Day and/or Australian of the Year exhibitions, media or materials.
28. Each entrant who is selected as a finalist or the winner agrees to the NADC using their name, in any media in relation to the photograph or for the purpose of promoting the competition and its results.
29. By submitting an entry you warrant that:
 - a. all details provided with your entry are true and accurate;
 - b. you have all necessary authorisations, rights and licenses to take the photograph and grant the rights set out in these Terms and Conditions;
 - c. if a person who is readily identifiable is featured in the photograph, you have acquired their consent to feature them in the photograph and for the photograph to be used as contemplated by these Terms and Conditions;
 - d. the photograph and description are your original work;
 - e. you are the only person who owns copyright in the photograph and the description;
 - f. (without limiting paragraph b) if the photograph or the description depicts or incorporates any copyright material owned by a third party, you have obtained that person's consent to reproduce that copyright material and to grant the rights in respect of your entry contemplated by these Terms and Conditions; and
 - g. (without limiting paragraphs b, c and f) the exercise of the rights granted to the NADC and its licensees and assignees in these Terms and Conditions will not infringe the rights of any third parties.
30. You agree to indemnify the NADC and its licensees and assignees against any loss or damage resulting from any breach of the warranties in condition 29.

Intellectual Property

31. By submitting an entry, you grant the NADC, and its licensees and assignees a non-exclusive, perpetual, royalty free, payment free, worldwide, sub-licensable, transferable licence to exercise all rights in the photograph and all other material provided as part of the entry for the purpose of judging and conducting the competition and in marketing and promoting Australia Day and Australia Day Network Events, including without limitation that it may be featured on the cover of the NADC's annual report and/or used in Australia Day and/or Australian of the Year exhibitions, media or materials. This licence includes, but is not limited to, the non-exclusive right throughout the world to communicate, publish or display the photograph and description in whole or in part to the public in any media.
32. By submitting an entry you warrant that you shall not use the photograph in a way that would or be likely to affect the good reputation or standing of the NADC or which may give rise to disrepute.
33. You consent to NADC and its licensees and assignees:
 - a. using the photograph and description without attributing authorship to you; and
 - b. editing, altering, adapting and modifying the photograph and description in order to make it suitable for the NADC's purposes,

whether or not such use would otherwise infringe any of your 'moral rights' (as defined in the *Copyright Act 1968* (Cth)).

Use of portal

34. In relation to the NADC's portal used to submit your entry, you must not:
- a. reverse engineer, disassemble, or decompile any software forming part of the portal;
 - b. use the portal in a manner that breaches any law or infringes the legal rights of any third party;
 - c. copy or download, in a systematic manner, any content from the portal, or communicate or otherwise distribute such systematically-obtained content;
 - d. directly or indirectly introduce into the portal, or permit the introduction into the portal of, any computer program, virus or other code that is harmful, destructive, disabling or that assists in or enables theft, alternation, denial of service, unauthorised access to, or disclosure, destruction or corruption of, information or data; or
 - e. in any manner whatsoever corrupt, degrade or disrupt the operation of the portal.

Liability

35. The NADC and its associated agencies, organisations and companies shall not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage (including damage to property) or personal injury which is suffered or sustained (whether or not arising from any person's negligence) in connection with or arising out of this competition, the taking of photographs, the promotion of the competition or the prizes, except for any liability which cannot be excluded by law (in which case that liability is limited to the maximum extent permitted by law).

Privacy

36. The personal information you provide in the entry form is collected and will be used by the NADC for the purposes of:
- a. conducting this competition; and
 - b. communicating with you in relation to the competition.
37. The NADC may disclose your personal information to:
- a. its contractors, agents and media partners and organisations to assist in conducting this competition, including but not limited to publishing the outcome;
 - b. the National Australia Day Network and Local Australia Day Committees/Governments; and
 - c. the Commonwealth including the responsible Minister.
38. Finalists and the winner's names may be published in the NADC's website and/or materials and in the media.
39. The NADC is subject to the *Privacy Act 1998* (Cth) and Australian Privacy Principles. By entering this competition, you consent to the NADC dealing with your personal information as set out in these Terms and Conditions, and the NADC's privacy policy which is available at <https://australiaday.org.au/privacy/>
40. The laws of the Australian Capital Territory apply to this competition.