



Environment Institute
of Australia and
New Zealand Inc.

NSW Division 2023 Photo Competition | Terms and Conditions

Eligibility

To be eligible, entries must be submitted through the EIANZ website.

The EIANZ NSW Photo Competition is open to any persons, including full members, associate members, student members, as well as honorary life members and honorary fellow members. EIANZ employees, members of the judging panel, and their immediate families are ineligible to enter. EIANZ NSW Committee members can submit images but will not be eligible for a prize.

There is no age limit on entering. Participants who are under 18 years of age will require parent or guardian consent.

By entering the Competition, the entrant agrees to be bound by these Terms and Conditions. EIANZ NSW ("The Promoter") may disqualify entries and refuse to award prizes to any entrant that fails to comply with these Terms and Conditions.

Entries must comply with all laws when taking the photograph, and ensure people, animals, vegetation, property, or land are not harmed or damaged, or enter any area that is closed to the public.

Entry guidelines

Entries for the 2023 EIANZ NSW Division Photo Competition are open between 1 May 2023 and 5:00pm on 30 June 2023.

Entries must be submitted online by 5:00pm on 30 June 2023. Late entries will not be accepted. All entries are deemed to be received at the time of receipt by the Promoter, and not the time of submission by the entrant. The Promoter accepts no responsibility for late, incomplete, lost, misdirected or incorrectly submitted entries, including delays or entries not received due to technical disruptions or for any other reasons.

Entries must be made through the online submission form [here](#) →

An acknowledgement email will be sent on receipt of each entry to the provided email address at submission.

Entrants may enter the competition across 4 categories:

- Stunning natural beauty of NSW
- Important cultural places / places of significance of NSW
- Mitigation/remediation/restoration (e.g., before and after) in NSW
- Unsung heroes of the NSW environment profession

There is a limit of 2 entries an individual can submit.

A brief statement of up to 500 characters is required to accompany the submitted imagery, and could include a title for the artwork, location where it was taken, technical specifications of the image, inspiration for the image and background/story of the individual in relation to the location.

Each image must be submitted separately, and individually meet the technical specifications as follows:

- Each entry must contain one image (a limit of 2 entries per individual)
- Entries must be submitted in high-resolution JPG or PNG file format.
- Entry files should not exceed 10MB. The Promoter reserves the right to request for a higher original resolution file if the submitted file does not meet the quality requirements.
- Images must be at least 12 megapixels.
- Entries may be digital images or high-quality scans of print images
- Post-processing of images is permitted (e.g. Photoshop and similar software)
- Only digital files will be accepted as entries into the Competition.

There is no entry fee for this competition.

Each entry must be an original photograph produced entirely by the entrant.

All images entered must have been taken during the 2 years prior to the competition closing date.

Images submitted must not have been used in any other competition or media.

Images must not plagiarise the work of any other person, or contain any intellectual property, trademark or copyright material owned whole or in part by a third party or violate any persons' right of privacy.

Entries must be taken in accordance with all relevant laws.

The Promoter reserves the right to disqualify any entrants who EIANZ NSW has reason to believe has breached any of the conditions or engaged in unlawful or other improper conduct that would jeopardise the fair and proper conduct of the competition.

The Promoter will determine the entry eligibility in its sole and absolute discretion.

Judging and prizes

A panel will be appointed by EIANZ to judge all entries. The judging panel will determine the winning entries.

An overall winning entry selected from a category winner will receive a prize valued at AUD\$500. The winning entry in the remaining categories will be awarded a prize valued at AUD\$200.

Prizes will be provided as virtual gift vouchers.

Winners will be notified by email within 5 business days of the prize announcement at the NSW Branch Annual General Meeting in October 2023. Winning entries will be publicized in the October 2023 edition of the EIANZ NSW newsletter and social media accounts.

Prizes will be sent to the winners electronically within 10 business days of email addresses for receiving the prizes being confirmed with the winning entrants.

In the event the prize remains unclaimed within two months of the judging date, the Promoter may award the prize to the next best valid entry.

EIANZ NSW branch committee members are ineligible for monetary prizes, which will be awarded to the runner up in the relevant category.

All entries will be anonymized before consideration by the judging panel.

Decisions by the judges is deemed final, and no appeals will be considered.

There will be no correspondence between the judges and the entrants throughout this process.

Copyright and use consent

Entrants must warrant that the images they submit is their own work, that they own the copyright to the images and do not infringe the copyright of any third party or law.

Entrants must warrant that the consent of persons appearing in the image, including the consent of parent/guardian for minors, has been obtained.

Entrants are responsible for protecting the images from third parties. The Promoter will not be liable for any misuse of images.

In submitting entries to the EIANZ NSW Photo Competition, the entrant grants the Promoter the right to:

- Maintain a copy of the image in its archive.
- Reproduce, resize, adapt and manipulate the image for promotional purpose (the Promoter will endeavour to ensure the integrity of the original artwork in all circumstances, but acknowledges that variations to the image may result when reproducing, adapting or enlarging the image for exhibitions and use as online material)
- Use, broadcast, distribute, exhibit, publish and disseminate the image as communication collateral or for promotional and publicity purposes in any form, including but not limited to newsletters, print and electronic media, television, social media platforms and the internet, whether in whole or in part.
- Use of the image can be by EIANZ, other organisations in partnership or association with EIANZ or the media, in relation to activities that promotes the environment profession
- Display the image in public spaces.

The consent is perpetual, worldwide, non-exclusive, transferrable, sublicensable, irrevocable, and royalty-free.

The Promoter recognises that the ownership of the image remains with the competition entrant, and that consent to the use of the image for the purposes in these Terms and Conditions does not transfer ownership.

The Promoter shall not compensate the entrant or any individual for giving consent or for the use of the entrant/individual's name, image, or work.

Consent duration

Consent continues unless revoked to the President of EIANZ NSW Division. A consent revocation does not affect the contractual obligations with the Promoter prior to consent being revoked.

The revocation of consent will not impact the contractual obligations between the Promoter and the entrant prior to the revocation of consent.

Force majeure

In the event that circumstances arise which are beyond the control of the Promoter and may interfere with the proper functioning, security, integrity or fairness of the competition, including but not limited to computer viruses, tampering, unauthorized intervention, fraud, technical failures or any other causes, the Promoter reserves the right to cancel, terminate, modify or suspend the competition at its sole discretion.

The Promoter also reserves the right to disqualify any entry, or individual responsible for tampering or benefiting from such tampering, which may corrupt or affect the administration, security, fairness, integrity or proper conduct of the competition.

Data collection and privacy statement

The entrant grants consent to EIANZ to use and retain:

- The entrant's name
- The entrant's contact information
- The submitted image and submitted text description

Personal contact information provided during entry to the EIANZ NSW Photo Competition will only be used for the purposes related to the competition, such as contacting the winners in this competition. The Promoter will not share the information with other entities, except with express consent or as required by law.

For more on EIANZ's general privacy policy, visit <https://www.eianz.org/privacypolicy>

The entrant will be credited when the image is used for any of these purposes. Images will be credit as follows: "Entrant's name / EIANZ". Entrants consent to the use of their images in this way.

The entrant can revoke this consent by notifying EIANZ NSW in writing at nsw@eianz.org

The Promoter takes no responsibility for circumstances where it is given misleading information about the identity or authority of a person to provide consent.

Indemnity and release

Entry into the competition deems acceptance of these terms and conditions.

In the event of any conflict between these Terms and Conditions and any other reference of this competition, these Terms and Conditions shall take precedence.

EIANZ reserves the right to modify these terms and conditions at any time and to cancel or amend the competition and/or judging process at any time without notice or further recourse to the entrants.

Each entrant releases the Promoter, their employees, representatives, contractors from any liability and indemnifies them to the full extent allowable by law against any personal injury suffered or sustained in connection with this competition, liability, loss, expenses, and costs that may arise or be incurred in association with the entrant's entry and participation in the competition, prize-related activities, and/or use of a prize.

The EIANZ NSW 2023 Photo Competition is conducted, presented and promoted by the Environment Institute of Australia and New Zealand (ABN 39 364 288 752).