



## **Terms and Conditions for the Best of Magnetic Island Photography Showcase**

### **ELIGIBILITY**

The Best of Magnetic Island Photography Showcase (the “Photo Competition”) is a yearly photo competition that is open to photographers of all levels whose submitted images have been captured on Magnetic Island or its surrounding waters.

By submitting an entry to the Photo Competition, the entrant agrees and certifies that their participation in this Photo Competition is not illegal or in violation of any agreement, law, regulation, treaty or administrative act, and that the laws of the governing Queensland body at the time of entry do not prohibit or restrict the receipt of any prize granted under this Photo Competition. The Photo Competition is organised and run on a volunteer not-for-profit basis by a committee of local Magnetic Island photographers and nature lovers whose members vary from time to time (the “Organising Committee”). The Organising Committee functions as a working group of the Magnetic Island Community Development Association (“MICDA”).

### **RESERVATION OF RIGHTS**

The Organising Committee reserves the right to reject any entry if, in the Organising Committee’s opinion (which may not be challenged), the laws of Queensland, including but not limited to those of the entrant’s jurisdiction of residence at the time of entry, would prohibit or limit the Organising Committee from proceeding with the Photo Competition as intended or the consideration or awarding of any prize would impose additional administrative, tax, operational, or legal burdens on the Organising Committee or MICDA.

### **SPONSORS**

The Photo Competition may have sponsors from time to time who provide financial or in-kind support. By submitting an entry to the Photo Competition, the entrant acknowledges and accepts that sponsors are involved in the Photo Competition and will not seek to object to or challenge the involvement of any sponsor.

### **ENTRY PERIOD**

The Photo Competition begins and ends at the times and dates notified on the official website for the Photo Competition. Entries submitted before or after the relevant dates will not be eligible. The Organising Committee's computer is the official time-keeping device for the Photo Competition.

The entries to the Photo Competition will be displayed to the public at the times, date and place notified by the Organising Committee ("the Showcase"). Winning entrants will be notified by email and SMS on a nominated date one week prior to the opening of the Showcase and the winning entries will be announced at an awards ceremony (the "Showcase Event").

## **WHAT TO ENTER**

Images will be judged on originality, technical excellence, composition, overall impact, artistic merit and importantly how they "**showcase Magnetic Island's natural beauty**".

To ensure functionality on our submission platform, please submit files no larger than 5Mb. High resolution-original files (300dpi for printing) may be requested should an entry make it into the final round of editing to be considered for an award or prize of merit.

All photographs must have been taken on Magnetic Island or its surrounding waters and should accurately reflect the subject matter and the scene as it appeared.

**Photos that have been digitally altered beyond standard optimisation (cropping, spotting for dust, reasonable adjustments to exposure, colour and contrast, etc.) will not be accepted.**

Each entrant will have their entries printed as a 20x30cm print by the Organising Committee, with this printed copy collected by the entrant at the end of the competition or posted back to them at an additional cost. Images that do not fit this format will be scaled to fit. No panoramic images will be considered because of the printed image size. There may be a difference between images viewed on your screen and the printed images. The Organising Committee takes no responsibility for any colour changes when printed: they will be printed as received. **Any AI derived image will not be accepted.**

Entries may originate in any format - including but not limited to digital files, digital prints, colour transparencies, colour prints, or black and white prints—so long as they are submitted as a digital file format electronically in a .jpeg, .jpg with a file size no larger than 5Mb.

Previously published material for which non-exclusive rights were granted by the entrant may be entered if the entrant has maintained the right to grant the required permissions and licences for the purposes of the Photo Competition (see "Your Rights" below). You must disclose when and where the photo appeared previously to the Organising Committee.

If you choose to include people or business entities in your submission, you are responsible for obtaining the necessary releases from the individuals and businesses depicted and must be able to provide copies of those releases to the Organising Committee upon request.

Watermarked images will not be accepted for entry in the Photo Competition.

**THE FOLLOWING SUBMISSIONS ARE INELIGIBLE:**

- Images of captive animals photographed in zoos and commercial game farms, nets or enclosures.
- Photos that violate or infringe upon another person's rights, including but not limited to copyright and photographs of persons without the necessary consent required by law in your jurisdiction. The Organising Committee reserves the right to require entrants to submit evidence of the subject's legal consent to be photographed for the submitted photograph, which may include a signed waiver from the subject or the subject's legal guardian or representative.
- Photos that contain sexually explicit, nude, obscene, violent or other objectionable or inappropriate content.
- Images that involve the wilful harassment of wildlife.
- Images taken that cause or caused damage to the environment by the photographer, or those in the image; this includes taking photos from areas where human presence is restricted by authorities or relevant property managers or ecological management regulation.
- Images that involve putting any individual(s) or animal(s) in danger.

The Organising Committee shall determine entry eligibility in its sole and absolute discretion.

**HOW TO ENTER**

All images must be submitted as a digital file through the Photo Competition webpage at the web address:

[MIphotocommunity.org](http://MIphotocommunity.org)

The entry must also include the following information for each image before it can proceed to judging:

- Photographer's name
- Contact information for the entrant, including their email address.

- Location the image was taken
- Category to be entered
- Type of camera, ie. Phone, digital camera or drone
- Title of the photo.

You may enter no more than two (2) photos per category with a total of 5 entries overall.

The Committee reserves the right to reject any entries that do not comply with these terms and conditions. By entering, you indicate your unconditional agreement to, and acceptance of, these terms and conditions and all the Organising Committee's decisions, which are final and binding. You cannot win a prize unless you comply with all requirements in these terms and conditions.

Entrants may be asked to supplement their submission with a more detailed explanation of the photo submitted or to provide a higher resolution version of the photo anytime during the Photo Competition.

### **SUBMISSION CATEGORIES**

A category from those listed below must be selected and assigned to each image upon entry. Entries will be considered from the following categories:

- Animals
- Plants, insects and fungi
- Birds
- Marine life
- Landscape
- Seascape
- Sunset/Sunrise
- Drone
- Lifestyle
- Open/creative
- Junior – 11 years of age and under

- Intermediate – 12 to 17 years of age

## **AWARD CATEGORIES AND PRIZES**

Winning entries will be selected for the following award categories:

- Each of the 12 titled categories listed above.
- One (1) People’s Choice winner voted by the general public who attend the Showcase Event.
- One (1) Overall winner for all categories

Winning entrants in the 12 titled categories will be notified by email and SMS on a nominated date one week prior to the opening of the Showcase and the winning entries will be announced at an awards ceremony (the “Showcase Event”). The “People’s Choice” and “Overall Winner” awards will be announced at the Showcase event.

## **JUDGING**

Judging will be conducted by a panel to be selected by the Organising Committee in its sole discretion (the “Panel”). The Panel will contain at least one “non-expert” community member. Photos will be judged by the Panel on originality, technical excellence, composition, overall impact, artistic merit and subject matter relevance to the Photo Competition’s theme of “Showcasing the Best of Magnetic Island”.

The Panel will evaluate all valid entries and make selections into a group of Judges’ Favourite images, (“Judges’ Favourites”). All winners will be selected from the Judges’ Favourites. The Overall Winner will be selected by a separate, guest judge from the Judges’ Favourites.

All judging decisions are final and may not be challenged or appealed.

## **RESULTS**

The Organising Committee will notify the winners via the contact information provided on their entry form. Winners will be identified and awarded during the Showcase Event.

## **IP RIGHTS**

Your photographs help Magnetic Island highlight and protect its abundant natural beauty and its amazing diversity of wildlife, people, plants and habitats. Thank you for helping to further our mission through your photography.

**You will retain Copyright of any images you submit—including ownership if applicable.**

If you submit a photograph to the Photo Competition, you grant the Organising Committee a royalty-free, non-exclusive right in perpetuity to:

- Reproduce the photograph in digital and print form for all the purposes of this Photo Competition.
- Display the photograph on the Photo Competition website.
- Allow the Organising Committee to use the photograph on the Internet and in social media in support of Magnetic Island's nature.
- Allow the use of the photograph in the Organising Committee's internal and external communications materials including but not limited to web sites and web publications, fact sheets, fund raising publications, advertising, multimedia and newsletters
- Allow use of, in connection with the Photo Competition, your name, city, state and country of residence in promotions and other publications.
- Retaining a digital copy of your photograph that will be archived in the Photo Competition library.

The Organising Committee will credit each photograph with the photographer's name when publishing the photograph.

#### **RELEASE AND LIMITATIONS OF LIABILITY**

By submitting an entry to the Photo Competition, to the maximum extent permissible by law, you agree to release and hold harmless the Organising Committee, jointly and several, as well as MICDA, and their respective officers, directors, employees and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Photo Competition, use of the photograph or associated data (including personal data), or receipt or use of any prize, including, but not limited to: (a) unauthorised human intervention in the Photo Competition; (b) technical errors; (c) printing errors; (d) late or undelivered mail; (e) errors in the administration of the Photo Competition; or (f) injury or damage to persons or property.

#### **PRIVACY AND PUBLICITY**

Any information you submit as part of the Photo Competition will be used in accordance with the Organising Committee's privacy policy.

#### **DISPUTES**

You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Photo Competition or any prize awarded shall be resolved individually, and initially by negotiation and without resort to any form of legal action including class actions, and if

such negotiations fail after bona fide efforts by the parties to arrive at a resolution, then only may either party apply exclusively to the appropriate court located in Queensland or Australia. All issues and questions concerning the construction, validity, interpretation and enforceability of these terms and conditions, your rights and obligations, or the rights and obligations of any Sponsor in connection with the Photo Competition, shall be governed by, and construed in accordance with, the laws of Queensland, without giving effect to any choice of law or conflict of law rules (whether of Queensland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Queensland.

## **FEES**

The **entry fee is \$10 per image (\$5 for the Junior category)** for each image entered with a maximum of 5 images per entrant in total.

The Photo Competition is run on a strictly not-for-profit basis. The entry fee funds will be used to cover the costs of running the Photo Competition and the Showcase Event and maintaining the website. Any excess funds will be directed to a Magnetic Island based nature organisation at the discretion of the Organising Committee.