



Icon Water 'Photo Comp' Terms and Conditions

About the competition:

1. This is a game of skill. Chance plays no part in determining the winner. Each entry will be individually judged, based upon individual creative merit.
2. The promoter of this competition is Icon Water Limited ABN 86 069 381 960 (the Promoter) Level 5, 40 Bunda Street, Canberra, ACT 2601.
3. The Photo Comp is open to residents of the Australian Capital Territory (ACT) and Queanbeyan-Palerang region, to submit photographs which will be judged to determine the winners of this game of skill.
4. The purpose of this competition is to raise awareness about water conservation. It is also designed to promote ways for our community to celebrate spring in our region.
5. The competition commences at 09:00 AEST on 12 September 2020 and closes at 23.59 AESDT on 31 October 2020. No late entries will be accepted.
6. Submission of an entry in this competition is deemed acceptance by the entrant of these Terms and Conditions. Each entry must be submitted in accordance with these Terms and Conditions. The Promoter may, in its absolute discretion, refuse to award a prize to entrants who fail to comply with these Terms and Conditions.
7. On entering this competition, to the full extent permitted by the law, you indemnify the Promoter, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property as a result of entering into the competition or accepting any prize.
8. The promoter reserves the right to withdraw or amend the competition as necessary due to circumstances outside its control.
9. The judges reserve the right to disqualify any entrant submitting an entry which, in the opinion of the judges, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language. The judges' decision will be final and no correspondence will be entered into.

Who can enter?

10. The Photo Comp is only open to persons residing within the ACT or Queanbeyan-Palerang Region.
11. The Photo Comp is open to professional photographers, amateurs and enthusiasts.
12. There is no age limit on entering. For entrants under 18 years of age must have the consent of their parent or guardian to enter which must be provided at the time of throughout the entry form. The consenting guardian is then bound by these Terms and Conditions.
13. Employees and full time or part time contractors of the Promoter and their immediate families are not eligible to enter the competition. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, auntie, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

How to enter:

14. To enter the Photo Comp entrants must visit the website www.iconwater.com.au/photocomp and complete the entry form available online. If an entrant fails to provide some of the information required in the entry form, the entry may be excluded from the competition.
15. Entrant submissions must be inspired by and fall within one of the following three themes:
 - water - our most precious resource
 - water- the environment and/or animals
 - Floriade blooms in Canberra.
16. The entrant may enter a maximum of three (3) images into the competition at the same time.
17. Each entry must comply with these Terms and Conditions, including the Submission Guidelines specified below.
18. Entrants warrant that the images are their own original work.
19. Entries must be submitted together and each entry must individually meet the Technical Specifications as follows:
 - Images must be saved as a High Quality JPEG
 - Must be larger than 1mb. Must not exceed 15mb.
20. Entry to the competition is free.
21. The Promoter is not responsible for any misdirected, late or incomprehensible entries in the competition.

Use of Images:

22. Entering the Photo Comp warrants that the entrant holds all necessary right, title and interest in the photo and grants, entrants grant Icon Water a royalty-free, perpetual, non-exclusive licence to use (including to reproduce, edit, modify and publish) their photograph(s) for the following purposes:
 - a) promotion of the competition, including award winners and other entries; and
 - b) marketing purposes (select photos may be featured on websites, social media, publications and other communication materials).
23. Full credit will be given to the photographer. If you do not wish to have your name published, please advise of this in the online entry form at the time of submitting your entry.
24. Entrants remain the owners of all rights in their photograph however all entries become the property of Icon Water.

Consent:

25. If you are identifiable in the photograph, by entering the competition you consent to the photograph(s) being collected, held and used by Icon Water in accordance with the purposes outlined above.
26. You acknowledge and agree that:
 - a) the use of a person's image without their informed consent may constitute a breach of applicable privacy and other laws;
 - b) prior to entering any photo that reasonably identifies another individual(s) in the photograph, you have:
 - i. informed the individual (or in the case of a minor, their parent or guardian) that the photo will be entered in Icon Water's Photo Comp;
 - ii. provided the individual with information on the Photo Comp, including where to access these terms and Icon Water's Privacy Policy; and
 - iii. obtained the individual's consent to submission of the photo to the Photo Comp.
 - c) Icon Water may require evidence of the individual's consent to the use of their image and reserves the right to exclude any photo where consent cannot be confirmed. A Consent Form is available for download at <http://www.iconwater.com.au/~media/files/Icon%20Water/Media/media-consent-form.pdf>

Privacy Statement:

27. Personal information submitted by the Entrant will be stored, used and disclosed in accordance with the requirements of the Privacy Act 1988 (Cth) and Icon Water's Privacy Policy. More information on the Privacy Policy is available at www.iconwater.com.au/Privacy
28. Icon Water will use and publish your photograph and name subject to these Terms and Conditions, and for the purposes, outlined above.

Submission guidelines:

29. Each entry must be comprised of original photographs produced entirely by the entrant. It must not contain any trademarks or copyright material owned in whole or in part by a third party or violate any persons' rights of privacy.
30. All details provided by the entrant must be true and accurate.
31. The entrant is responsible for determining the appropriate permissions or subject releases for their entries if required. Icon Water does not request subject release forms with entries.
32. Images submitted with watermarks or branding on them will not be considered for judging and will be disqualified.
33. Images must not plagiarise the work of any other person.
34. Images must not depict nudity, excessively violent or sexual imagery or illegal activity.
35. Images must not include an image of a person or persons unless you have their consent.
36. Entries that are found to breach these Terms and Conditions, will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter. The winners may be required to sign a statutory declaration regarding the originality of the entry. Without limiting the generality of the foregoing, the Promoter reserves the right to take legal action against anyone found to have breached these Terms and Conditions. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter 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 promotion. The Promoter's legal rights to recover damages or other compensation are reserved.

Judging:

37. The Icon Water Judging Panel is comprised of the following members; Ray Hezkial, Icon Water's Managing Director, Vickii Cotter, Floriade's Executive Producer and Kit Devine, Australian National University Lecturer.
38. The Icon Water Judging Panel will judge the entries based on their merits only and the Icon Water Judging Panel will not know the entrants age, name, sex or any other information.
39. The Icon Water Judging Panel will then create a shortlist of 30 entries (the Shortlist).
40. The Icon Water Judging Panel will select one entry from the Shortlist as the winner of the Major Prize. This entry will then be removed from the Shortlist and will not be eligible for any of the remaining prizes with the exception of People's Choice.
41. The remaining shortlisted entries will be split into two categories an under 18 years of age category and an over 18 years of age category. The Icon Water Judging Panel will then select the top entrants from each category.
42. This will result in three prizes. A major prize, an over 18 prize and an under 18 prize.

People's Choice:

43. The shortlisted 30 entries will then be applicable for their chance to win the People's Choice prize.
44. All 30 shortlisted entries will be posted on the Icon Water Instagram account.
45. If the entrant has opted in to have their image 'credited' their Instagram handle and/or name will be posted with their image.
46. The People's Choice voting period will open 12:00 10 November 2020, and close 09:00 17 November 2020.
47. The post that receives the most likes, shares and comments will be the winner of the People's Choice Award. Likes, shares and comments generated by bots and other automated systems will not be accepted.

Prizes:

48. There are 3 prizes awarded by the Judging Panel:

- The Major Prize – \$2,000 cheque
- Under 18 years old prize – \$1,000 cheque
- Over 18 years old prize – \$1,000 cheque
- People's Choice winner will receive – \$1,000 cheque
- Total prize value - \$5,000.

49. In the event that, for any reason whatsoever, a winner does not wish to receive the prize then the prize will be forfeited by the winner and will not be allocated to any other entrant.

50. The Prizes are transferrable or exchangeable and cannot be redeemed as cash.

51. Where the winner of a prize is an entrant under the age of 18, the entrant's parent or legal guardian will be awarded the Prize and must produce suitable identification and any other document as requested by the Promoter to confirm their legal status.

52. Winners will be notified in writing by email within thirty (30) working days of the conclusion of the competition. Once the Promoter has confirmed with the winner their details the prize will be issued to the winner by registered post.

53. If the Promoter is unable to contact the winner within 30 days of the draw and the Promoter has made every effort to contact them with the information provided by the entrant then the Promoter will award the prize to the next highest ranked entry within the prize category.