

GROWING MOUNT ALEXANDER

Photo competition 2024

TERMS & CONDITIONS OF ENTRY



1. Eligibility

- The competition is open to all individuals who either reside or work within the Mount Alexander Shire.
- Participants may submit up to three images.
- The images are to depict local agriculture, farming, backyard growers, local food producers or market stall holders. The Council reserves the right to remove images that do not meet the brief.
- All images must be captured using a photographic device, including mobile devices, and can be in colour and/or black & white. Images may be enhanced or edited using filters or software.
- AI-generated images are not permitted. The Council reserves the right to request original image files or film negatives for authenticity verification.
- There is no time restriction on when an image must have been captured, but it must have been taken by the entrant.
- Mount Alexander Shire Council staff are not eligible to enter.

2. Entry Submission

- Entries must be submitted through the Shape Platform by 11:59 PM (AEDT), Saturday, 30 November 2024.
- By submitting an entry, participants consent to having their name and images used in Council communications, including promotional activities related to the competition and general Council publicity.
- Entrants must ensure that all images and accompanying content do not contain disinformation, offensive material, or discriminatory content. The Council reserves the right to remove or edit submissions violating these guidelines.
- The Council is not liable for any costs incurred by participants in creating or submitting their entries.

3. Judging Process

- Images will be judged anonymously by the community via the Shape Platform, from 12:01 AM, 2 December, until 11:50 PM, 14 December 2024.
- Community votes will determine the 12 most popular images. These will be selected as finalists.
- The winning image will be the image that receives the most votes.
- The prize for the winner is a \$500 voucher from Castlemaine Mowers & AG.
- Finalists will be notified by phone and/or email and invited to provide a brief story or description to accompany their photographs. The finalists and winner will be announced on Friday 20 December 2024.

4. Finalists' Rights and Obligations

- Finalists agree to be available for promotional activities as required.
- Finalists grant the Council a non-exclusive, irrevocable, worldwide licence to reproduce and publish their selected images for no charge, specifically:
 - For display within the Castlemaine Market Building.

- In Council print, digital, and electronic media, including Council's website, social media, and communications promoting the competition, agriculture, food production, and local markets in Mount Alexander Shire.
 - For the purposes of Council's archival or administrative practices.
- The Council will credit the photographer whenever their work is used. Photographers' names will be shared with third parties, such as media outlets, and efforts will be made to ensure proper credit.
- The Council will cover the cost of printing, mounting, and framing the finalists' images for exhibition at the Castlemaine Market Building.
- Finalists will be contacted for any use of images outside the scope outlined above to discuss further permissions and potential remuneration.

5. Council's Rights

- The Council retains the right to disqualify any entrant not complying with these Terms & Conditions.
- The Council reserves the right to remove images deemed inappropriate, offensive, or discriminatory, or that infringe on the rights of any person or group.
- The Council is not responsible for any loss, damage, or personal injury incurred during the competition, except where liability cannot be excluded under Victorian law.
- Decisions made by the Council regarding winners and any aspect of the competition are final and not open to correspondence or appeal.

6. Privacy Policy

- Information collected through the competition will be used solely for processing and managing entries. It will not be disclosed without the entrant's consent, except as required by law.
- The Council will handle personal information in line with its Information Privacy Policy, ensuring confidentiality and compliance with the Privacy and Data Protection Act 2014 (Victoria).

7. Acceptance of Terms

- By entering the competition, participants agree to abide by these Terms & Conditions.
- Any breach of these terms may result in disqualification from the competition.

8. General Provisions

- This agreement shall be governed by the laws of Victoria, Australia.
- In the event of any dispute arising between Council and an entrant, the parties will endeavour to resolve these through negotiation or mediation or any other alternative dispute resolution technique. If the dispute is not resolved by such agreement within twenty-eight (28) days of written notice by one party to the other of the dispute, either party may refer the dispute to arbitration in Victoria. Any expenses associated with the arbitration will be shared equally by both parties.