

# CLARENCE VALLEY INFOCUS

## TERMS AND CONDITIONS OF ENTRY

By entering this competition you agree that the following terms and conditions apply to your participation in the Clarence Valley InFocus Photography Competition ('the Competition') and Exhibition ('the Exhibition') produced by the Clarence Valley Council ('Council').

### 1. Remuneration and artist fees

1.1 The Competition and the Exhibition are free non-profit events. There are no entry fees and no remuneration for entries.

1.2 If your entry is judged as the finalist in a specific category by the panel of judges ("the Panel"), you will be entitled to \$500 (\$200 in the YOUTH section) to cover the right to use the image as part of the exhibition, marketing and promotion, any future re-exhibition of the photograph up to 30 November 2024 and otherwise as set out in these Terms and Conditions.

### 2. Terms and conditions of the Competition and the Exhibition

2.1 The Clarence Valley InFocus Artist Brief 2021/2 forms part of these Terms and Conditions and is available on the Clarence Valley Council website.

2.2 You must submit your entry to Council no later than 5pm on Sunday 9 January 2022.

2.3 Your entry must:

2.3.1 meet the specifications and format as set out in the 'Artist Brief 2021/2' and

2.3.2 include a completed Artist Entry Form and Checklist.

2.4 Council will exhibit five selected entries (the finalist from each camera category, the plunge winner and the Youth category winner) in a location to be confirmed for the period 27 March – 30 April 2021 (inclusive). Council will also use the **plunge** winner as part of the advertising and promotion campaign for the **plunge** Art & Culture Festival program 2022. The winner of this

category's photo may be used in all print media, signage, banners, website, and other associated promotional and marketing material for the **plunge** Art & Culture Festival in 2022.

2.5 Inclusion of your entry in the Exhibition is subject to selection by the Panel. No correspondence will be entered into regarding these Terms and Conditions, or the decisions of the Panel or Council.

2.6 Council reserves the right to exclude and remove your entry from the Competition or the Exhibition at any time.

2.7 The Competition is open to all residents of Australia.

2.8 The submitted photograph must have been taken within the region of the Clarence Valley.

### **3. Copyright and moral rights**

3.1 By entering this competition you grant Council the right to:

3.1.1 Maintain a digital copy of your entry;

3.1.2 Enlarge and adapt your entry in order to fit the large scale format of the Exhibition;

3.1.3 Exhibit the reproduced entry at a location to be confirmed between March and May 2022 (inclusive) as part of the Exhibition; and

3.1.4 Use the image for any promotion of this competition and exhibition or any future competition and exhibition with no re-use charge payable.

3.1.5 Use the image as part of the advertising and promotion of the **plunge** Art & Culture Festival program. The winner of this category's photo may be used in all print media, signage, banners, website and other associated promotional and marketing material for the **plunge** Art and Culture Festival in 2022.

3.2 You warrant that you are the owner of all copyright in your entry or have obtained all necessary approvals to permit the use of your entry in the Exhibition.

3.3 Council may reproduce your entry (or any part of it) in any media format, including but not limited to advertisements, postcards, brochures, posters, publications television/print media, website, and annual reports with no re-use charge payable.

3.4 You acknowledge and agree that any sponsor of the Exhibition may reproduce your entry for the purpose of reporting the sponsorship of the Exhibition in a publication such as an annual report or on a website.

3.5 Council will acknowledge you in all publicity of the Exhibition as the creator of your entry. You consent to any act or omission of Council in dealing with your entry in accordance with these Terms and Conditions, whether or not any such dealing infringes any moral right(s) you have in your entry. You agree that your consent is a genuine consent under the Copyright Act 1968 and has not been induced by duress or any false or misleading statement.

3.6 Whilst Council will take care to ensure the integrity and quality of the reproduced entry, you acknowledge that enlargements and slight variations to your entry may result from adapting your original entry to the large-scale format or the printing process.

3.6 Whilst Council will take care to protect and maintain your original entry, you acknowledge and agree that you will not be entitled to claim compensation for any damage to your original entry whilst in the care of Council or the Exhibition production team and contractors.

3.7 Depending on the subject matter, you may be asked to provide a model release as a condition for inclusion of your entry in the Exhibition. Failure to provide this release may result in your entry not being included in the Exhibition.

## **4. Large format reproduced artworks**

4.1 Large format reproduced entries will remain the property of Council until 30 November 2024.

4.2 Council will refer all sale enquiries about your entry to you.

4.3 Council retains the right to re-exhibit your entry at any location before 30 November 2024. You will not be paid a fee for re-exhibition of your entry. Council will notify you in advance of any re-exhibition of your entry.

4.4 After 30 November 2024 Council will donate your large format reproduced entry to you. You must request, organise and fund the collection of the large format reproduced entry from a location to be specified by Council. Council will not donate the large format reproduced entry to you if in the unlikely event it is lost or destroyed before 30 November 2024.

4.5 The Council will take care as far as possible of the large format reproduced artworks.

## **5. General**

5.1 You may submit up to three entries to the Competition and the Exhibition. Each photo must be accompanied with its own entry form.

5.2 Employees of Council and any sponsors are ineligible to enter the Competition and the Exhibition.

5.3 You must complete the Artist Entry Form and Checklist, indicating your agreement with these Terms and Conditions.

5.4 Council accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. Council is not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid.

5.5 Council may, at its discretion, require any person taking any prize to be 18 years of age or over, or if a person is under the age of 18, require that that person be accompanied by a parent or legal guardian while taking the prize.

5.6 Council may require the winner/s to provide identification as requested by Council including (without limitation) proof of identity, proof of age and proof of residency. Identification considered suitable for verification is at Council's discretion.

5.7 If due to any reason whatsoever Council becomes aware after an entrant has won a prize that the entrant has not complied with these terms, that entrant will have no entitlement to the prize, even if Council has announced them as a winner and that entrant will be required, at the direction of Council, to return, refund or otherwise make restitution of the prize.

5.8 Without limiting any other paragraph, Council may at its discretion amend any aspect of this competition or of these terms, subject to applicable laws and subject to the approval of the relevant authorities (if required).

5.9 Council accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.

## **6. Privacy**

6.1 The personal information that Council has collected or is collection from you as part of the competition and exhibition is personal information for the purposes of the Privacy and Personal Information Act 1998 (PPIPA). Council will only use this information in accordance with the PPIPA.

6.2 The supply of this information by you is voluntary. Council is requesting this personal information from you in order to process your application and entry to the competition and exhibition. Your personal information will only be used for the purpose for which it was collected and will not be disclosed to any other person, body or agency except where required by law.

6.3 You may make an application for access or amendment to your personal information held by Council. Council will consider any such application in accordance with the PPIPA. Council is to be regarded as the agency that holds the information.

## **7. Submission Deadline and Contact Details**

7.1 Entries must be received 5pm on Sunday 9 January 2022.

7.2 If you have any questions about the artist's brief, terms and conditions, the criteria, specifications or format, please contact the Plunge Co-ordinator on 02 6643 0200 or [infocus@clarence.nsw.gov.au](mailto:infocus@clarence.nsw.gov.au)