

# Gold Coast Open House Photographic Competition 2024

## Terms and Conditions

### 1 General:

- 1.1 These terms and conditions set out all the information regarding the Photographic Competition 2024 (the Terms and Conditions).
- 1.2 The Gold Coast Open House (GCOH) Photographic Competition (the Competition) is promoted by Gold Coast Open House Limited ABN 53 479 401 965, whose principal office is at 135 Bundall Road, Surfers Paradise, Gold Coast Area Queensland 4217.
- 1.3 Entry to the Competition is deemed acceptance of these Terms and Conditions.
- 1.4 Information on how to enter the Competition and the Eligibility Criteria form part of these Terms and Conditions.

### 2 Prize Categories:

- 2.1 There are four as part of the Competition, including an Overall/Open winner:
  - (a) Open Winner - \$500
  - (b) Open Runner up - \$250
  - (c) Student - \$150
  - (d) Open Highly Commended - \$100
- 2.2 To be eligible for a prize, entrants must submit the appropriate entry form on the GCOH website, for the category they are entering.
- 2.3 A shortlist of finalists from all categories listed above in clause 2.1 as chosen by the Judging Committee, will be entered into the running to win the Overall/Open Winner.

### 3 Prizes:

There are four (4) prizes available to be won (each a Prize):

- 3.1 Overall/Open Winner winner will receive a cash prize of \$500 (five hundred dollars);
- 3.2 Open Runner Up will receive a cash prize of \$250 (two hundred and fifty dollars)
- 3.3 Student category winner will receive a cash prize of \$150 (one hundred and fifty dollars)
- 3.4 Open Highly Commended winner will receive a prize of \$100 (one hundred dollars)

### 4 How to enter:

- 4.1 To enter a category for the Competition, entrants must fully and correctly complete an official entry form on the GCOH website, for the category they are entering and follow all instructions on how to enter the relevant category for the Competition, and must meet the Eligibility Criteria.

4.2 Entrants may submit an image (photograph) for entry in more than one category if the entry meets the eligibility requirements for that category. To be eligible for a prize in more than one category the image must be entered into each category separately.

4.3 Only entries submitted via the GCOH Photography Competition website page will be eligible to be in the running for a Prize.

## 5 Prize entry period:

5.1 Entries in each category of the Competition, will open at 10:00AM AEST on Saturday 12 October 2024 and close at 5:00PM AEST, Sunday 27 October 2024 (the Entry Period). No entries will be accepted outside of the Entry Period.

## 6 Eligibility:

6.1 To be eligible to enter any category in the Competition, entrants must satisfy the Eligibility Criteria.

6.2 For an image to be eligible for judging in any category of the Competition, it must be:

- (a) taken at, within, adjacent to a building or place in the GCOH official program of events on either Saturday 12 October or Sunday 13 October.
- (b) the original work of the entrant;
- (c) submitted with all watermarks removed;
- (d) submitted in JPG format (colour or black and white images are both accepted) with all metadata included, no larger than 5 Megabytes; and
- (e) if applicable, submitted with the written, signed and dated consent of all people appearing in the image. More information regarding consent is available at <https://www.artslaw.com.au/info-sheets/info-sheet/street-photographers-rights>.

6.3 Additional eligibility requirements for the Student Category: Entrants in the Student category must be currently studying at a registered educational institution within Australia. If requested, entrants must provide proof of their current student status.

6.4 GCOH in its sole discretion reserves the right to deem any entry in the Competition as ineligible. Reasons GCOH may deem an entry ineligible include that an image or social media account contains swearing, nudity, racist, sexist or political comment, unsafe or illegal behaviour, destruction and/or vandalism of public property, or material that may otherwise be potentially detrimental to GCOH and its supporters.

## 7 Judging and voting:

7.1 A panel of judges (the Judging Panel), appointed by GCOH, will review all eligible entries and create a shortlist of potential Prize winners in each category for consideration.

7.2 The Judging Panel will review the shortlists, and will decide the Prize winners in each category.

7.3 The Judging Panel will provide a recommended shortlist of finalists for the Overall/Open Winner to the Chair of the Judging Panel for consideration. The Chair of the Judging Panel will review the recommendations of the Judging Panel and decide the Overall/Open Winner.

7.4 All decisions made by the Judging Panel and the Chair of the Judging Panel are final, and no correspondence will be entered into.

## 8 Finalist and winner notification:

8.1 The Chair of the Judging Panel or representative will publicly announce, in a manner at GCOH discretion, the Prize winners of each category by 5pm AEST in November 2024.

8.2 Prize winners for each category will be notified by phone or email.

8.3 GCOH reserves the right to cancel the Competition at its sole discretion, for any reason.

## 9 Prize Claim:

9.1 GCOH will provide each Prize winner with a form to be completed to claim their Prize via the email details provided by the Prize winner.

9.2 The bank account nominated on the form must belong to the Prize winner subject to term 9.3.

9.3 If a Prize winner is under eighteen (18) years of age, the parent or guardian bank account details must be nominated to claim the Prize on behalf of the minor.

9.4 Upon return of the completed form to GCOH by email, payment of the Prize will be made to the bank account nominated on the form.

9.5 If the prize winner does not return the form to GCOH within 30 days of receiving the form, they forfeit their Prize.

## 10 Copyright and privacy:

10.1 By entering the Competition, the entrant, as the owner of the image, grants to GCOH and the event sponsor Griffith University, a royalty free, perpetual, non-transferrable, irrevocable global licence to:

(a) maintain, use and store a copy of the image for archival, publicity and promotion purposes; and

(b) publish and use the image in GCOH and Griffith University's print and online publications, website, and social media platforms (including Instagram, Facebook and LinkedIn).

10.2 The licence granted at 10.1 includes the right to sub-licence third parties, and applies to GCOH and Griffith University's related entries.

10.3 GCOH will acknowledge and give attribution to the image owner in all reproductions of the image as the creator and owner of the image.

10.4 Whilst GCOH and Griffith University will take care to ensure the quality and integrity of the reproduced image, the entrant acknowledges that adapting the original image for presentation may result in enlargements and slight variations to the image.

10.5 The entrant consents to any acts or omissions of any person, including GCOH and Griffith University in connection with the image, which might otherwise infringe the moral rights of the entrant, as conferred by the *Copyright Act 1968* (Cth).

10.6 The entrant represents and warrants that:

- (a) it has the right and authority by ownership to provide the licence at 10.1; and
- (b) the exercise of the rights at 10.1 will not constitute infringement of any third party intellectual property rights or other rights.

10.7 The entrant is liable for, and indemnifies GCOH and Griffith University from and against all loss or damage (including legal costs) incurred or suffered by GCOH and Griffith University however caused in connection with a breach of these terms and conditions, and any claim or allegation that use of the image infringes the intellectual property rights or other rights of any third party.

10.8 By entering the Competition, each entrant acknowledges that their personal information will be collected, stored and used by GCOH and its related entities for the purpose of conducting the Competition in accordance with GCOH obligations under the *Information Privacy Act 2009* (Qld).

## 11 Force Majeure:

11.1 If for any reason the Competition is not capable of running as planned (including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of GCOH), which corrupts or affect the administration, security, fairness, integrity or proper conduct of the Competition, GCOH reserves the right, in its sole discretion, to take any action that may be available, and to cancel, terminate, modify or suspend the Competition. GCOH reserves the right in its sole discretion to disqualify all entries from any individual who tampers with, or benefits from tampering with, the entry process which as a result corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition.

11.2 In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strikes; GCOH may in its absolute discretion cancel the Competition and recommence it from the start on the same or changed terms and conditions.

## 12 Prize updates or cancellation:

12.1 GCOH reserves the right to modify these terms and conditions at any time and to cancel or amend the Competition at any time without notice or further recourse to the entrants or to voters.