

# Snowden Photography Competition Rules

## Competition Rules

This document contains the terms and conditions applying to the Snowden Photography Competition ("Competition Rules").

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### 1 PRELIMINARY MATTERS

- (a) **Entry into this competition is deemed acceptance of these Competition Rules.**
- (b) The competition promoter is Snowden Mining Industry Consultants Pty Ltd (ACN 085 319 562), 87 Colin Street, West Perth, Western Australia, 6005 ("Promoter").
- (c) The competition commences on 1 January 2014 and ends at midnight on 30 June 2014 (WST).

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### 2 ELIGIBILITY

- (a) Entry is free and is open to entrants from all countries.
- (b) The Entrant must be at least eighteen (18) years old at the time of entry.
- (c) The Entrant must not be a professional photographer. In this clause, a 'professional photographer' is a photographer who derives more than 50% of his or her income from photography.
- (d) Directors or employees of the Promoter shall not be eligible for entry. The immediate families of these persons shall not be eligible for entry. In this clause, 'immediate family' means a spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), brother or sister, step-brother or step-sister, parent or step parent.

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### 3 ENTRY

- (a) To enter the competition electronically the entrant must complete the entry form that can be found at the Snowden website, including the date and location of the photograph, and upload the photograph in jpeg (with a minimum of 3Mb), or \*tiff format at 300dpi at an A4 size (30cm x 21cm).
- (b) To enter the competition by post:
  - (i) The entrant must complete and entry form and send it with the photograph to PO Box 77, West Perth, 6872, Western Australia (entry forms are available from the office of the Promoter or online at the Snowden Intranet site;
  - (ii) The size of the photograph must be at least A5 (15cm x 21cm) and no larger than A4 (30cm x 31cm); and
  - (iii) The entrant must place an adhesive label on the back of the photograph with their name, contact details and the title, date and location of the photograph.

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### 4 PHOTO SPECIFICATIONS

- (a) The entrant may submit a maximum of three photographs for this competition.
- (b) The photograph must have been taken by the entrant.
- (c) The photograph must be a single work of original material and cannot be a composition of numerous images.
- (d) The photograph must not be in the public domain.
- (e) The photograph must not be altered, however:
  - (i) cropping, spot toning, dodging and burning (and their digital equivalents) in the course of normal fine-tuning is authorised; and

- (ii) contrast adjustment and colour adjustment in the course of normal fine-tuning is authorised.

In this clause, what constitutes an alteration in the course of normal fine tuning is determined in the Promoter's sole discretion.

- (f) Subject to the terms and conditions of these Competition Rules, a photograph published on a website or exhibited in a gallery may be entered unless the photograph or intellectual property rights to it have been sold.

The photograph must not have been entered into another competition.

- (g) The photograph must be relevant to the theme of the competition which is "Celebrating the Mining Industry"
- (h) The photograph must be submitted for entry during the term of the competition mentioned in 1(c).
- (i) The photograph must not be date stamped.

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## **5 RELEASES**

- (a) If human subjects are used within the photograph it is the entrant's responsibility to obtain the permission of the individual to use their image and to provide the Promoter with a signed Model Release Form from the human subject. The required Model Release Form can be obtained from the office of the Promoter or from the Snowden website.
- (b) If the photograph contains a work of art that is protected by copyright, it is the entrant's responsibility to obtain the permission of the owner to use the image of the copyrighted property within the photograph and to provide the Promoter with a signed Artist Release Form. The required Artist Release Form can be obtained from the office of the Promoter or from the Snowden website.
- (c) If the photograph contains property that is protected by a registered design (or similar) it is the entrant's responsibility to obtain the permission of the owner of the registered design to use the image of the property within the photograph and to provide the Promoter with a signed Property Release Form. The required Property Release Form can be obtained from the office of the Promoter or from the Snowden website.
- (d) Entry of the photograph into this competition is deemed to constitute an assignment of all the entrant's rights pursuant to the Model Release Form, Artist Release Form and Property Release Form (whichever applies) to the Promoter.

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## **6 COMPETITION PRIZES**

- (a) The photograph will be judged in accordance with clause 10 and the Promoter will award the following prizes:
  - (i) The Overall Prize Winner will receive A\$10,000;
  - (ii) The People in Mining and their Stories Category Prize Winner will receive A\$1,000;
  - (iii) The Landscape in Mining Category Prize Winner will receive A\$1,000;
  - (iv) The Technology and Machinery in Mining Category Prize Winner will receive A\$1,000;
  - (v) The Black and White Category Prize Winner will receive A\$1,000;
  - (vi) The Reasons to Celebrate Mining Category Winner will receive A\$1,000.

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## **7 INTELLECTUAL PROPERTY**

- (a) By entering the competition the entrant represents warrants and acknowledges that the photograph is an original work created solely by the entrant and that no other party has any right, title, claim or interest in the photograph.
- (b) The entrant retains the copyright in the photograph.

- (c) The entrant acknowledges and agrees that their photograph will not be returned. However, the Promoter will endeavour to return underlying original material including slides and negatives, if requested.
- (d) The entrant acknowledges, agrees and warrants that the Promoter and its related entities are entitled to use the photograph in accordance with the license granted under clause 8.

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## **8 LICENCE**

- (a) By entering the competition the entrant grants to the Promoter a perpetual royalty free, non-exclusive licence to use the photograph for publication in any form or medium whatsoever and for any purpose whatsoever provided that the entrant's credit to the photograph is included.
- (b) By entering the competition the entrant consents to the Promoter using their name, image, photograph, likeness and voice in any form of media whatsoever, for an unlimited period of time and without remuneration for any purpose for which the license in clause 8(a) is granted.

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## **9 EXCLUSION OF LIABILITY, INDEMNITY ETC**

- (a) It is the entrant's responsibility to ensure that they do not breach any laws to which they are subject when taking and submitting a photograph in connection with this promotion.
- (b) The Promoter shall not be liable for any damage, sums of money, costs, charges, expenses, loss, injury or loss of life of any person, or any other damage whatsoever (including but not limited to indirect losses, loss of profits, consequential loss or damage) and however caused (whether or not arising from any person's negligence), which may be suffered or incurred or which may arise directly or indirectly in connection with this promotion or the use of any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- (c) Without limiting clause 9(a) the Promoter, its staff, officer employees and agents shall not be liable for any damage, sums of money, costs, charges, expenses, losses or any other damage (including but not limited to indirect losses, loss of profits, consequential loss or damage) caused by any administrative, clerical or technical error that may occur in the course of administering this promotion, including any omission, delay, interruption or other defect in respect of the transmission of any communication in connection with this promotion, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- (d) By entering this competition the entrant agrees to indemnify and hold harmless the Promoter, against:
  - (i) any injury, claim, loss, damage and other expense whatsoever and howsoever arising out of or in connection with the entrant's participation in this competition or any competition-related activity and the acceptance and use, misuse, or possession of any prize.
  - (ii) without limiting clause 9(d)(i), all liability arising from the infringement of a third party's copyright, moral rights or other intellectual property rights or moral rights in connection with the use of the photograph.
- (e) All tax implications arising in connection with this competition are the responsibility of the entrant.

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## **10 JUDGING AND SELECTION OF WINNERS**

- (a) A judging panel shall be established by the Promoter, with the judges selected in the Promoter's absolute discretion.
- (b) The identity of the judges need not be disclosed by the Promoter and the decisions of the judging panel may remain anonymous.
- (c) The competition consists of three rounds of evaluation. The top candidates from round one will proceed to round two and the top candidates from round two will proceed to round three.

- (d) The judging panel may use any criteria in evaluating the photographs including artistic and visual appeal as well as the extent to which the photograph captures the theme of the competition, "Celebrating the Mining Industry".
  - (e) Winners will be notified as soon as practicable after the winners are ascertained.
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#### **11 VERIFICATION AND ASSIGNMENT**

- (a) The Promoter reserves the right to verify the validity of entries and the entrant (including without limitation the entrant's identity) and to disqualify the entrant if they submit an entry that does not comply with these Competition Rules, if they tamper in any way with the entry process, or if they are unable to demonstrate their eligibility for a prize.
  - (b) The Promoter reserves the right to void the photograph if it does not comply with the Competition Rules or if the photograph or the entry form is determined In the Promoter's absolute discretion to be illegible, incomplete, objectionable, damaged, irregular, altered, counterfeit, produced in error, obtained by mistake, fraud or theft or in breach of any law or regulation of the country in which it was taken or in Australia.
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#### **12 MISCELLANEOUS**

- (a) The Promoter reserves the right to amend these Competition Rules at any time, but if required by law, the Promoter shall only do so with the approval of the relevant authorities.
- (b) The Promoter reserves the right to waive any term or condition of these Competition Rules in respect of one or more photographs in its absolute discretion. No correspondence shall be entered into.
- (c) The entrant acknowledges and agrees that the decisions of the judges are final on all matters connected with this competition and no correspondence shall be entered into.
- (d) If this competition is prohibited or regulated by any federal, state or local law or regulation the Promoter may cancel the competition in its absolute discretion. If any term or condition of these Competition Rules are prohibited or regulated by any federal, state or local law or regulation the Promoter may amend or replace these Competition Rules to the extent permitted by law.