

# TERMS & CONDITIONS OF ENTRY

## Entrant Eligibility

1. The Tondoon Nature Photography Competition ("the Competition") is open to amateur and professional photographers residing in the Gladstone Regional Council ("GRC") local government area.
2. If requested by GRC, the entrant must supply proof of age and Gladstone Region residency, to the reasonable satisfaction of GRC. Any Entrant who is contacted by GRC and refuses or otherwise fails to verify their Competition eligibility by the closing date for applications will be disqualified from the Competition.

## Photograph Requirements

3. The photographs must be captured within Tondoon Botanic Gardens and have been taken during the month of May 2025.
4. Photographs must be submitted digitally and as close to standard dimensions (15cm x 10cm) as possible. Panorama photographs are not permitted.
5. Photographs must not include watermarks or other branding.
6. Digital manipulation of the image is permitted.
7. Photographs may be either colour or monochrome.
8. Photographs should not contain images of a living persons.
9. Photographs must not contain inappropriate content, as determined by GRC.

## Submission Requirements

10. Digital photographs which must be a minimum of 1MB; must be submitted via:
  - a. Email to [tondoon@gladstone.qld.gov.au](mailto:tondoon@gladstone.qld.gov.au)
  - b. Saved on USB and delivered in person, to Tondoon Botanic Gardens Visitor Centre, 672 Glenlyon Rd, Gladstone QLD 4680.
11. Photographs must be submitted with the completed Entry Form.
12. The Entry Form must be fully completed, including providing a title and brief caption explaining the photograph.
13. A maximum of one entry is permitted per person.
14. Entry is free.
15. The closing time and date for receipt of entries is 4pm, Saturday, 31 May 2025. Late entries will not be accepted.

## Judging

16. A panel of experts ("the Panel") will decide the winner of the "Artful Eye Award" and will decide on the top 10 photographs for the "People's Choice Award" which will be exhibited in a Tondoon stall during the Midday Family Markets at Tondoon Botanic Gardens on 15 June 2025 for the public to vote on.
17. The decision of the Panel and the public vote is final, and no correspondence will be entered into.

## Winners

18. The winning entrants will be notified by email.
19. No other entrants will be notified directly.
20. "Artful Eye Award", "People's Choice Award" and the other 9 finalist images will be displayed in the Tondoon Botanic Gardens Visitor Centre until the 31 July 2025.

21. Winners of the "Artful Eye Award" and the "People's Choice Award" will each receive a \$75 voucher for the Junction Café at Tondoon, which expires 31 May 2026.

22. All finalists will be able to collect an enlargement of their entry in the Tondoon Nature Photography Competition, from the Tondoon Botanic Gardens Visitor Centre in August 2025.

## Copyright, Consent, Warranties and Acknowledgement

24. Each photographer retains copyright of their image.
25. In submitting a photograph as part of the Competition, the Entrant:
  - a. Warrants that the photograph is their original work and that they are the copyright owner of the photograph;
  - b. Provides GRC with a royalty-free, irrevocable, unconditional and non-exclusive licence under the Copyright Act 1968 (Cth) to use any photograph submitted for display/exhibition, archive, publicity and/or promotional purposes;
  - c. Acknowledges that the photograph may be used within GRC publications, promotional and marketing material, including in videos, catalogues, magazines, newspaper articles, brochures and social media and on GRC's website. Images will be credited with the name of the photographer if used by GRC.
  - d. Agrees that photographs in the Tondoon Nature Photography Competition:
    - d.1. The photograph will be enlarged to approximately 12" x 8" (30cm x 20cm); and
    - d.2. Without limiting the licence in clause 25(b), agrees to the photograph being exhibited at Tondoon Botanic Gardens.

## General

26. The Entrant indemnifies GRC against any claim, legal or otherwise, that may arise out of publication of image(s) or the Competition.
27. GRC reserves the right, at its sole discretion, to disqualify any entry deemed to be in breach of the Terms and Conditions, including but not limited to the Photograph and Submission Requirements.
28. Entry to the Competition does not confer any right of approval to entrants in relation to the use of photographs within promotional and marketing material.
29. By entering images into this Competition, the Entrant guarantees to GRC that all the Terms and Conditions have been met. Any entry found to breach the Terms and Conditions will be disqualified and will be ineligible to receive a Prize.