



## Terms and Conditions – Trustpower Photographic Exhibition Competition

These Terms and Conditions relate to the Trustpower Photographic Exhibition Competition (“the Competition”) run by Mainstreet Tauranga Inc (“the Promoter”).

By entering the Trustpower Photographic Competition you agree to be bound by the Terms and Conditions set out below.

In this beautiful, iconic landscape in which we live there are moments for the eye to behold that take our breath away. We challenge photographers, from amateur to professional, to look beyond the lense and capture majestic, evocative photos that tell the stories of our people and our region.

Entrants are asked to submit across four distinct categories: Our People, Nature & Landscapes, Celebration and Digital Manipulation. The resulting images that will make up the winning entries and ultimately comprise the Trustpower Photographic Exhibition will be the photos that best celebrate the beautiful iconic landscapes of the western Bay of Plenty and the people, moments and experiences that enrich our lives.

### How to Enter:

1. The Competition can only be entered by submitting a photo taken by yourself and completing the official entry form on the Downtown Tauranga website.
2. You must select the category that you are entering your photo under.
3. Entrants can submit up to 10 photos. Each photo can only be entered under one category.
4. All entries must be received by the advertised closing time and date.
5. The competition can be entered between Wednesday 1<sup>st</sup> November, 2017 and Tuesday 9<sup>th</sup> January, 2018.
6. The competition closes at midnight on Tuesday 9<sup>th</sup> January, 2018.
7. All images submitted must be the work of the individual submitting them. It is the responsibility of each entrant to ensure that any images they submit have been taken with permission of the subject and do not infringe the copyright of any third party or any laws. Entrants must warrant that the photograph they are submitting is their own work and that they own the copyright for it.
8. Copyright on all images submitted for this competition remains with the entrant. However, in consideration of their entering the Competition, the entrant grants a worldwide, irrevocable, perpetual license to Mainstreet Tauranga Incorporated (Downtown Tauranga) to feature any or all of the submitted images in any of their publications, their websites and or in any promotional material connected to this competition or ensuing Trustpower Photographic Exhibition (where the winning images will be ultimately displayed in public view).

9. All information detailing how to enter this competition forms part of these terms and conditions. It is a condition of entry that all rules are accepted as final and that the entrant agrees to abide by these rules. Submission of an entry will be taken to mean acceptance of these terms and conditions.
10. To enter the Young Photographer section you must be 18 years and under at the date the competition closes.

**Judging Criteria:**

11. The judges will be critiquing the photographs on four key elements;
  - a. **Captivation, First Impressions** – From first impression does the image immediately grab the viewer and captivate
  - b. **Creativity** – Does the image illustrate strength in creativity
  - c. **Emotive Connection** – Given the theme of the exhibition, is the image strongly evocative creating an emotional connection with the viewer
  - d. **Technical Ability** – Does the photograph illustrate the photographer's technical prowess? What the judges are looking for here is an image that is well lit, sharp, has the focus where it should be, captures the story the photographer is trying to tell.
12. The Promoter encourages all types of photography. The exhibition seeks to see the Western Bay of Plenty and our people through the photographer's eyes. We submit the following guidelines as part of the terms of your entry. Please note, for this year's competition we are introducing the category of 'Digital Manipulation' and, for this category the guidelines around Burning and Dodging, Cloning, Stitched Panorama and Composite or High Dynamic Range (HDR) are exempted.
  - a. **Ethics:** We wish to encourage ethical photography that accurately represents cultures, ecosystems, and environments. We would trust that you do not harm nor manipulate your photo subject matter for the sake of the photo.
  - b. **Caption:** To truly engage the viewer and bring authenticity to your photo we ask that your caption and description is complete and accurate.
  - c. **Burning and Dodging:** We allow brightening or darkening specific areas in your image although we would suggest minimising this so that it is not done to the point that it is obvious, unless you are entering under the Digital Manipulation category in which case we leave this to your discretion. Closely resembling what you saw and communicating the mood of the scene adds integrity and authenticity to your image.
  - d. **Cropping:** Cropping is allowed, but composing the image in-camera is always regarded as ideal.
  - e. **Cloning:** Cloning is not allowed unless you are entering the Digital Manipulation category.
  - f. **Black and White Photography:** Converting colour photos to black and white is acceptable.
  - g. **Stitched Panoramas:** The following guidelines pertain to all categories except if you are entering the Digital Manipulation category: Stitched Panoramas are allowed if the segments were all made within the same time frame. We ask that you do not create panoramas with sections made at significantly different times. Do not stretch the meaning of panorama to

include elements that weren't in the scene as you saw it. If your photo is a stitched image, please indicate so in the description.

- h. **Composite or High Dynamic Range (HDR):** The following guidelines pertain to all categories except if you are entering the Digital Manipulation category: These shots are allowed only if the combined parts are made at the same time. Don't submit final images where the foreground was shot at noon and the sky at sunset. If your photo is an HDR image, please indicate this in the description.
- i. **Filters:** If you use a filter we ask that you include a description of how the style was achieved and which filter or technique was used.
- j. **Inappropriate Content:** Any content that the judges or Promoters deem inappropriate or offensive will not be uploaded to the website nor entered into the competition and exhibition. This includes inappropriate, pornographic, or offensive, or otherwise objectionable content, hate speech, and copyright violations.

#### **The Winner:**

13. There are twenty one Awards to be won from five entry categories.

- a) **Our People** – 1st and 2nd place winners
- b) **Nature & Landscapes** – 1st and 2nd place winners
- c) **Celebration** – 1st and 2nd place winners
- d) **Digital Manipulation** – 1st and 2nd place winners
- e) **Young Photographer** (18 and under) – Judges' choice, Excellence Award
- f) **Young Photographer** (18 and under) – Judges' choice, Merit Award
- g) **10 Highly Commended** – 10 chosen from any of the finalists from any category
- h) **The Supreme Winner**

14. The winner must be that of an individual person (not a business, family or syndicate).

15. The finalists will be notified on Monday 15 January, 2018 and a high resolution image of at least 5mg (ideally 10mg) and 1000px wide will be requested by the Promoter and will be provided by the entrant no later than 48 hours after the request has been made.

#### **Prize:**

16. There are the following prizes to be won and the winners will be notified at a presentation evening on Friday 26<sup>th</sup> January 2018;

- a. **Our People - First Place Winner** – The chosen winner will win \$1,000.00 cash, their winning photograph displayed in the Trustpower Photographic Exhibition on The Strand, their winning photograph in a Weekend Sun photo feature and their winning photograph profiled in an UNO Magazine feature on the exhibition.

- b. **Our People - Second Place Winner** – The chosen winner will win \$500.00 cash, their winning photograph displayed in the Trustpower Photographic Exhibition on The Strand, their winning photograph in a Weekend Sun photo feature and their winning photograph profiled in an UNO. Magazine feature on the exhibition.
- c. **Nature & Landscapes - First Place Winner** – The chosen winner will win \$1,000.00 cash, their winning photograph displayed in the Trustpower Photographic Exhibition on The Strand, their winning photograph in a Weekend Sun photo feature and their winning photograph profiled in an UNO. Magazine feature on the exhibition.
- d. **Nature & Landscapes - Second Place Winner** – The chosen winner will win \$500.00 cash, their winning photograph displayed in the Trustpower Photographic Exhibition on The Strand, their winning photograph in a Weekend Sun photo feature and their winning photograph profiled in an UNO. Magazine feature on the exhibition.
- e. **Celebration - First Place Winner** – The chosen winner will win \$1,000.00 cash, their winning photograph displayed in the Trustpower Photographic Exhibition on The Strand, their winning photograph in a Weekend Sun photo feature and their winning photograph profiled in an UNO. Magazine feature on the exhibition.
- f. **Celebration - Second Place Winner** – The chosen winner will win \$500.00 cash, their winning photograph displayed in the Trustpower Photographic Exhibition on The Strand, their winning photograph in a Weekend Sun photo feature and their winning photograph profiled in an UNO. Magazine feature on the exhibition.
- g. **Digital Manipulation - First Place Winner** – The chosen winner will win \$1,000.00 cash, their winning photograph displayed in the Trustpower Photographic Exhibition on The Strand, their winning photograph in a Weekend Sun photo feature and their winning photograph profiled in an UNO. Magazine feature on the exhibition.
- h. **Digital Manipulation - Second Place Winner** – The chosen winner will win \$500.00 cash, their winning photograph displayed in the Trustpower Photographic Exhibition on The Strand, their winning photograph in a Weekend Sun photo feature and their winning photograph profiled in an UNO. Magazine feature on the exhibition.
- i. **Young Photographer – Excellence Award Winner** – The chosen winner will win \$400.00 cash, their winning photograph displayed in the Trustpower Photographic Exhibition on The Strand, their winning photograph in a Weekend Sun photo feature and their winning photograph profiled in an UNO. Magazine feature on the exhibition.
- j. **Young Photographer – Merit Award Winner** – The chosen winner will win \$100.00 cash, their winning photograph displayed in the Trustpower Photographic Exhibition on The Strand, their winning photograph in a Weekend Sun photo feature and their winning photograph profiled in an UNO. Magazine feature on the exhibition
- k. **Supreme Winner** – The winner will be chosen from the first place winners in the four categories, Our People, Nature & Landscapes, Celebration & Digital Manipulation. The winner will receive a House of Travel, Tauranga and Downtown Tauranga Travel Photography prize of return flights

and 5 nights' accommodation to New York, London, Paris or Rome (up to the value of \$3,000.00 New Zealand Dollars to shoot your photos, some of which will then be used in an UNO Magazine travel feature. The Travel prize is non-refundable, non-transferable and no change will be given. The winner must have valid travel documents to complete the journey. All arrangements are subject to availability. Some seasonal restrictions may apply. All services provided, as part of the prize, remain at the discretion of the travel prize provider. Maximum prize value will not exceed \$3000 NZD. If the winner resides out of New Zealand further conditions may apply.

17. By accepting the Prize each winner agrees that the winner's name and photograph may be used for publicity and promotional purposes associated with the competition and exhibition. The winner also agrees to participate in any publicity activities that the Promoter may reasonably require. The winner is not entitled to any payment or other compensation in connection with these activities.
18. The publication portion of the prize and the supreme winners travel prize is not exchangeable for cash and no change will be given.

#### **The Competition:**

19. The Competition is open to all amateur and professional photographers. There is no age limit.
20. All photographs submitted for the competition must be landscape and 3:2 aspect ratio to ensure no cropping is required when the image is enlarged to appear on the display boards as part of the Trustpower Photographic Exhibition.
21. Entry photographs should not include watermarks, borders or signatures.
22. Entry photographs will automatically be resized for downloading during the entry process. Should your photograph be a finalist you agree to provide the Promoters with a high resolution image of at least 5mg (ideally 10mg) and 1000px wide with no watermarks, borders or signatures.
23. All photographs to be eligible to win must be taken in the Western Bay of Plenty region. The Trustpower Photographic Exhibition, with the theme of "Our Place to Shine" is intended to showcase the Western Bay of Plenty, its people, landscapes, seascapes and environs.
24. The Promoter reserves the right to verify the validity of entries and to disqualify without notice any entry that is not in accordance with these terms and conditions.
25. The Promoter takes no responsibility for lost, damaged, misdirected, late, illegible, defaced, corrupt or incomplete entries. No responsibility will be accepted for lost entries and proof of transmission will not be accepted as proof of receipt. Entries must not be submitted through agencies or third parties.
26. By entering this competition the entrant agrees that the Promoter may collect and hold their personal information for the purposes of notifying the winner and to verify the eligibility and identity of the winner and to display their details as part of the Trustpower Photographic Exhibition resulting from the winning entries.
27. As copyright remains with the Entrant outside of the Trustpower Photographic Exhibition should the Promoter be approached by a third party wanting to use or purchase a copy of the photograph the Entrant gives the Promoter permission to provide their contact details to the other party to make direct contact.

The Promoter will not be involved nor responsible for any negotiation of use outside of the Competition and Exhibition.

28. To the extent permitted by law, the Promoter and its employees and agents will not be liable for any claims, damages, injuries, costs and expenses suffered, sustained or incurred (including but not limited to indirect or consequential) as a result of, or arising out of, or in any way connected with this competition and/or the Prize.
29. The Promoter is not liable for any tax implications that may arise as a result of winning the prize.
30. The Judges' decision is final and binding and no correspondence will be entered into.
31. The Promoter in the Promoter's sole discretion reserves the right to cancel, terminate, modify or suspend this competition at any time and for any reason.
32. Employees and the immediate families of Mainstreet Tauranga Incorporated, Tuskany Agency Limited and the Board of Mainstreet Tauranga Incorporated are not eligible to win the prize.