

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 world 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 represent their own definition of beauty.

Entrants are asked to submit their photos under one overarching theme: FINDING BEAUTY. 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 beauty of our world, as chosen by a judging panel.

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. Entrants can submit up to 10 photos.
- 3. All entries must be received by the advertised closing time and date.
- 4. The competition can be entered between Monday 5th November, 2018 and Thursday 10th January, 2019.
- 5. The competition closes at midnight on Thursday 10th January, 2019.
- 6. All images submitted must be the work of the individual submitting them and must not have been published elsewhere or have won a prize in any other photographic competition. 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.
- 7. 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 connected to the competition or ensuing Trustpower Photographic Exhibition, their websites connected to the competition or ensuing Trustpower Photographic Exhibition, or in any promotional material connected to the competition or ensuing Trustpower Photographic Exhibition (where the winning images will be ultimately displayed in public view).

- 8. 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.
- The competition is only open to New Zealand residents but images submitted can be taken anywhere in the world.

Judging Criteria:

- 10. 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.
- 11. The Promoter encourages all types of photography. The exhibition seeks to see the world through the photographer's eyes. We submit the following guidelines as part of the terms of your entry.
 - 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.
 - 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. 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.
 - f. **Black and White Photography:** Converting colour photos to black and white is acceptable.
 - g. Stitched Panoramas: 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): 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:

- 12. There are 20 awards to be won:
 - a. First place
 - b. Second place
 - c. Third place
 - d. Highly commended (x17)
- 13. The winner must be that of an individual person (not a business, family or syndicate).
- 14. The finalists will be notified on Tuesday 15 January, 2019 and a high resolution, landscape image of at least 5MB (ideally 10MB) will be requested by the Promoter and will be provided by the entrant no later than 48 hours after the request has been made.

Prizes:

- 15. There are the following prizes to be won and the winners will be notified at a presentation evening on Friday 25th January 2019;
 - a. First Place Winner The chosen winner will win \$5,000.00 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. Second Place Winner The chosen winner will win \$3,000.00 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.
 - c. Third Place Winner The chosen winner will win \$2,000.00 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. Highly Commended Winners The chosen winners will have 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.

- 16. 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.
- 17. The publication portion of the prize is not exchangeable for cash and no change will be given.

The Competition:

- 18. The Competition is open to all amateur and professional photographers. There is no age limit.
- 19. Entrants must be New Zealand residents but photos can be taken anywhere in the world.
- 20. All photographs submitted for the competition must be landscape and 3:2 aspect ratio to ensure no cropping is required if 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, landscape image of at least 5MB (ideally 10MB) with no watermarks, borders or signatures.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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, exhibition and/or the Prize.
- 28. The Promoter is not liable for any tax implications that may arise as a result of winning the prize.
- 29. The Judges' decision is final and binding and no correspondence will be entered into.
- 30. 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.

31. 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 prizes.

