

# Extended Stockton Coastal Management Program

## Rules for the 'Stockton In Your Eyes'

### Photo Competition – December 2023 until March 2024



The following rules apply to the 'Stockton In Your Eyes' photo competition run by City of Newcastle (CN) for its own promotional benefit.

1. By submitting your entry you are agreeing to the terms and conditions outlined in this document. Non-compliance with the competition terms and conditions may lead to disqualification from the competition.

2. **Competition dates**

Entries open on 18 December 2023 and close on 18 March 2024 5pm AEDT.

3. **Entries**

All entries must be submitted through the Stockton In Your Eyes – photo competition submissions page (<https://haveyoursay.newcastle.nsw.gov.au/stockton-coastal-management-program-photo-competition>).

When submitting an entry, participants will be provided with an opportunity to briefly describe (in 100 words or less) their photograph and how they value and connect with Stockton Beach.

Photographs must be submitted in a jpg or png format and be a maximum of 10MB (entries will be deemed invalid if they do not meet these criteria). Photographs that have been taken by another photographer or generated by artificial intelligence will be deemed an invalid entry.

4. **Multiple entries**

Participants may not enter more than once (only one photograph per person can be entered). Participants who are not enrolled school students can only enter the Open Category. Students enrolled at a primary or secondary school within the Newcastle Local Government Area (LGA) can submit their entry (only one photo per person) in both the relevant school category and the Open Category.

5. **Prize pool**

The prizes for this competition are as follows:

**Open Photo Category Winner:** Autumn Rooms voucher for the purchase of food and non-alcoholic beverages valued at \$200.

**Primary School Photo Category Winner:** Lexie's on the Beach voucher for the purchase of food and non-alcoholic beverages valued at \$100.

**Secondary School Photo Category Winner:** Lexie's on the Beach voucher for the purchase of food and non-alcoholic beverages valued at \$100

Prizes are not transferrable and not redeemable for cash.

6. **How to claim a prize**

Winners will be contacted by CN within 7 days from the judging date and must supply appropriate contact details for CN to send the voucher to. Proof of identity may be required if requested to claim a prize. Vouchers will be sent to the nominated contact details within 21 days of CN receiving the details. Winners have 28 days from the

judging date to provide appropriate contact details to CN or the prize will be forfeited and given to the photo with the next highest judge's score.

#### 7. **Can a participant win more than one prize?**

No. A participant can only win one prize in this competition. If a school student wins the Open Photo Category they will receive the Open Category prize, with their relevant School Category prize going to the photo with the second highest judge's score.

#### 8. **Participant requirements**

The Open Category is open to people who live, work or study in the Newcastle Local Government Area (LGA). The Primary School Category is open to students who attend a Primary School in the Newcastle LGA (even if the student does not live in the LGA). The Secondary School Category is open to students who attend a Secondary School in the Newcastle LGA (even if the student does not live in the LGA). Participants in the school categories must be enrolled at a Primary or Secondary School within the Newcastle LGA to enter this competition at the time of entry.

All images must be submitted by an adult, either a parent/legal guardian or a teacher. Any teacher registering the child, must have received any necessary parental consent. CN reserves the right to contact the parent or guardian to confirm acceptance of the terms and conditions. Participants should be aware that a breach of this consent requirement will result in the participant being disqualified.

#### 9. **Original work**

Participants or their legal guardian warrants to CN that:

- a. the participant's photograph is an original artistic work of the participant that does not infringe on the rights of any third party, including but not limited to, copyright, trademarks, trade secrets, privacy, publicity, personal or proprietary rights; and
- b. the photograph has not been generated by artificial intelligence; and
- c. where entries which include a close up photo of a person, they have permission from the person/s in the photo.

#### 10. **Photograph usage**

By entering this competition, participants or their legal guardians agree that the images become the intellectual property of CN and can be reproduced and published in any format, for publicity and in promotional materials by CN.

Participants consent to CN publishing their name and any other information provided as part of their submission on social media and any other form of internal or external media platform at CN's absolute discretion.

Likely usage of the photographs includes, but is not limited to: CN publications and documents, community newsletters, e-newsletters, social media channels, advertising, CN's website and printed displays.

#### 11. Bonus prizes

No bonus prizes may be awarded as part of this competition.

#### 12. Disputes

Disputes concerning the conduct of the competition or the claiming of a prize will be determined by CN's Executive Director Planning and Environment in accordance with these rules and the relevant legislation.

#### 13. Person conducting the competition

This competition is being run by CN's Environment and Sustainability Unit for the purpose of promoting the Extended Stockton Coastal Management Program.

#### 14. Eligibility of participants

Any employee of CN's Environment and Sustainability Unit is prohibited from entering the competition and prohibited from winning a prize if an entry is received.

A person involved in the management of CN is prohibited from entering the competition and prohibited from winning a prize if an entry is received. Management consists of staff in the Lord Mayor and CEO's offices (including the Lord Mayor and CEO), Directors, Service Unit Managers, members of the Executive Leadership Team (ELT) and Councillors.

#### 15. Determining prize winners

All valid entries (including their description if provided) will be assessed for a shortlist of a maximum of 10 entries in each category, by CN staff based on the judging criteria in clause 16.

A panel of judges appointed by CN will assess the shortlisted photographs (and their description if provided) based on the judging criteria in clause 16.

The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry, ineligible participant or the prize not being claimed. This is a game of skill, and chance plays no part in determining the winner.

Winners will be notified by phone or email within 7 days of the judging date and published on CN's website.

If prize winners do not provide appropriate contact details for CN to send the voucher to within 28 days of the judging date in accordance with these rules, the prize will be forfeited and given to the photo with the next highest judges score.

#### 16. Judging Criteria

Judges will assess the photograph according to:

- the artistic merit of the photograph
- how well the photograph and description demonstrate how the photographer values and connects with Stockton Beach
- the age of the participant.

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### 17. If the prize winner cannot be contacted

If the prize winner(s) cannot be contacted within 7 days of the judging date their names will be published on CN's website advising they have won. If they have not contacted CN within 28 days of the judging date, they will forfeit their prize and it will be re-drawn in accordance with these rules.

### 18. Technical issues

CN is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination thereof, or any other technical failures including any damage to participants' or any other person's mobile handset or computer related to, or resulting from, participation in this competition or the downloading of any materials related to this competition.

### 19. Indemnity

The participant indemnifies CN against any claim, legal or otherwise, that may arise out of publication of the images.

### 20. Reason for cancellation of competition

If for any reason this competition is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any other causes beyond the reasonable control of CN which corrupt or affect the administration, security, fairness, integrity or proper conduct of this competition, CN reserves the right in its sole discretion to cancel, terminate, modify or suspend the competition, subject to any applicable legislation.

By entering this competition, the Participant guarantees to CN that all the rules of the competition have been met. Any entry found to breach the rules will be disqualified and all prizes must be returned to CN.

### **Privacy Statement**

City of Newcastle (CN) is committed to protecting your privacy. Please see our [Privacy Statement](#) for further information.