

## Terms and Conditions

By submitting a photo or photos in the ICC Epic Invercargill Photo Competition (“the Competition”) participants are deemed to have accepted these terms and conditions (“Terms and Conditions”). In these terms and conditions Invercargill City Council is referred to as “the Promoter” and participants are referred to as “you”.

1. **ELIGIBILITY:** Entry is open to New Zealand residents only.
2. **OWNERSHIP OF PHOTO:** You must only submit photos into this competition that you have ownership of (i.e. you have taken yourself or have been given permission to publish). If you have not been given permission to use the photo you submit from the owner or do not have ownership of the photo, the Promoter excludes all liability for any claim of breach of copyright (or any other intellectual property) in photo's submitted in the Competition. The Promoter reserves the right to request proof of photo ownership. You must also have permission from any other people in the photo to publish.
3. **HOW TO ENTER:** To submit a photo for entry in the Competition, email [epicinvercargill@icc.govt.nz](mailto:epicinvercargill@icc.govt.nz). Name and contact details (phone, address, and email) of the photographer must be provided. All photographs submitted must be accompanied by detailed captions. Failure to supply all requested personal information at the time of submitting an entry may result in the entry being invalid.
4. **PHOTO SUBMISSION PERIOD:** Photos can only be submitted from February 20 to July 31 (the “Photo Submission Period”). Only photos received during the photo submission period will be accepted.
5. **PHOTO REQUIREMENTS:** Only digital images (must be jpeg) will be acceptable. The photo(s) must meet reasonable standards of decency. The Promoter has the sole discretion to determine whether or not a photo meets these requirements. The description of the Photo must be detailed and appropriate for all audiences.
6. **NUMBER OF ENTRIES:** You may submit as many photos as you wish during the Photo Submission Period..
12. **SELECTING WINNERS:** The Promoter will select four winners from each of the three categories.
13. **WINNER ANNOUNCEMENTS:** By submitting a photo for entry and/or voting, the entrant hereby agrees to participate in any publicity related to the Competition. Winners in the Competition agree that their identity may be disclosed in winner announcements and promotional material.
15. **PHOTO USAGE:** By submitting a photo, the entrant agrees to allow the Promoter permission to use the image for the purposes of promoting the Competition, now and into the future, at no cost to the Promoter. The entrant also agrees to allow the Promoter to publish their photo in printed collateral, online, in-store and across other marketing media, at Promoter's sole discretion and at no cost. The Promoter will not use the images outside of the competition promotion context.
16. **TWITTER/ FACEBOOK:** By entering this contest you agree to release Facebook/Twitter/Instagram of any liability or obligation related to the entry and you acknowledge the promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook/Twitter/Instagram. Promotions may be administered on Pages or within apps on Facebook.
17. **LIABILITY:** Subject to any applicable law which cannot be excluded, the Promoter and their employees are not responsible for any loss or damage whatsoever that is suffered (including but not limited to indirect or consequential loss) or for personal injury suffered or sustained during the course of the Competition.
18. **PHOTO WINNER NOTIFICATION:** The winners will be selected in December and notified using the contact details provided. If after three days a winner cannot be contacted, that winner will forfeit the Prize with no right of compensation and the Promoter may select an alternative winner in its sole discretion. The decision of judges in relation to any aspect of the competition is final and no correspondence will be entered into.