

Sunstudios Emerging Photographers Award 2021

TERMS AND CONDITIONS

1. Participation in the Emerging Photographers Awards (Competition) is deemed acceptance of these terms. Information and instructions on how to participate form part of these terms.
2. The Sunstudios Emerging Photographers Awards is a competition run once a year by Canon Australia Pty Ltd T/A Sunstudios
3. Submissions for the Competition begin on 15 July 2021 and submissions close on 23 August 2021 11:59 (AEST).

Eligibility

4. The Competition is only open to individual Australian residents who are:
 - (a) working within Australia in the photographic industry as an Assistant Photographer or emerging Photographer (**Entrants**); and
 - (b) are not employees, or immediate family members of employees, of: (i) the Promoter; (ii) companies which are related to the Promoter; or (iii) agencies associated with this Competition; and

An "**Assistant Photographer**" is an individual regularly assisting professional photographers with their work within the industry. An "**Emerging Photographer**" is a professional photographer with less than five years' professional experience.

- (c) Participants must be at least 16 years of age. Participants who are under the age of 18 must have the consent of their parent or legal guardian to participate in this Competition, agree to these terms, and submit a submission. Participants must be able to provide evidence of this consent if requested by the Promoter.

How to enter

5. To enter, Entrants must submit an online application form including:
 - i. File sharing link (Dropbox, Google Drive etc) to either a single image (photo) or video entry under 4 minutes (video) that meets the theme Faces and Places,
 - ii. An artist statement (100 words or less),
 - iii. Phone number, State and email address (Entry).
 - iv. Images must be supplied in two file sizes in accordance with clause 9 below
6. Entries must be submitted to Sunstudios via the online submission form: (www.sunstudiosaustralia.com/sepa-competition)
7. Entrants may submit up to ten entries
8. All Entries must be **received** by the Promoter via email or file transfer in accordance with clause 5 above by not later than 11.59pm (AEST) 23 August 2021.

Entry Requirements

9. Entries must be in line with the theme 'Faces and Places.'
10. Photo Entries must be in digital form, and images forming part of an Entry must be supplied in two file sizes:
 - i. Web resolution JPEG files for judging – 2500 pixels longest side, 72 dpi.
 - ii. High resolution processed TIFF files with an embedded ICC profile - unsharpened.

iii. Name files as
CATEGORY_ARTISTNAME_IMAGEITITLE.

11. Video category entries should be submitted in FHD (1920x1080) without credits and run for no longer than 4 minutes in length in one of the following formats: MPEG, MPG, MOV, MP4, AVI
12. Images forming part of an Entry must be of an acceptable resolution and picture quality, as determined by the Promoter in its absolute discretion.
13. Each entrant warrants in submitting a film or photograph that it is their original work and does not violate or infringe upon the legal rights of any other person, including material which is protected by copyright, trademark or other intellectual property rights.
14. If an Entry is part of a collaborative effort, the Entrant must seek approval from all those who have been involved before submitting. The Promoter reserves the right to request written approval from all collaborators.
15. If Entries are or have been produced for, or used as part of, a commercial project or body of work, the Promoter requires written approval for exhibition and promotion from the client or any party who holds licensing rights.
16. The Entrant must obtain talent releases as necessary from persons who perform or appear in any Entry such that the Entrant is entitled to submit their Entry into this Competition. The Promoter reserves the right to request written evidence of such talent releases.
17. Entrants agree to be sent marketing materials from SUNSTUDIOS.
18. To the extent an Entry involves the depiction of children, Entrants must comply with the Australia Council's protocols for working with children in art: <http://www.australiacouncil.gov.au/funding/children-in-art-protocols/>.

Moderation

16. All Entries will be subject to moderation and will only be accepted and be eligible for judging once the Promoter is satisfied that the Entry appears to fit the eligibility criteria of the competition.
17. The Promoter reserves the right to reject any Entry that it determines in its sole discretion:
 - a. is or may be discriminatory, racist, hateful, violent, threatening, abusive, defamatory, obscene, vulgar, pornographic, profane or indecent, offensive or unlawful;
 - b. advertises or is otherwise designed to sell a product or service or increase traffic to any other website; or
 - c. is otherwise objectionable. Entries may also be moderated for compliance with the Entry requirements listed in these Terms and Conditions.
18. Such determinations are in the Promoter's absolute discretion and discussions will not be entered into.
19. Two rounds of judging will occur. The main Competition will be judged by a panel of judges selected by the Promoter. Another round of judging will occur where Finalists are open to public voting to establish the People's Choice winner (People's Choice).

How Entries are used and displayed

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20. All Entrants retain any copyright they own in their Entries. By entering the Competition, Entrants grant the Promoter permission (which Entrants understand cannot be retracted) to:
- Reproduce their Entries for display or archival purposes;
 - Use their Entry for PR or marketing purposes;
 - Capture their Entry in film footage or photos (to the extent they are exhibited) for subsequent use in any media; and
 - Use their Entry on the Promoter's website, in catalogues, books or in advertising;
19. Entries that are printed as part of this Competition become part of the Promoter's collection and will remain the property of the Promoter to use for display in its collection of fine art prints.
20. Finalists agree that their Entries may be filmed and photographed at the opening event for the Finalist Exhibition and individual Finalists may be asked to appear in photos and film at the event. Any film or photos shot at the Finalist Exhibition event may be used by the Promoter in its sole discretion without restriction.
21. The submissions of the Finalists will be exhibited at Sunstudios Sydney from September 30 to October 30 2021 and subsequently in Melbourne – pending current COVID health advice at the time of the planned exhibitions.
22. The Promoter has full discretion to cancel the exhibition.

Moral rights

23. The Promoter will use its best endeavors to uphold Entrants' moral rights. However, Entrants consent to any use of their Entries which may otherwise infringe their moral rights under the Copyright Act 1968 (Cth). In particular, Entries may need to be altered for online display such as altering the resolution of an image or cropping for display purposes. Wherever reasonable, Entrants will be credited when their Entries are used and displayed by the Promoter.

Judging (Competition)

22. All Entries are judged by a panel of the industry's best (judges are selected at the sole discretion of the Promoter) to shortlist up to fourteen finalists in the video (7 places and 7 faces) category and up to twenty eight finalists in the stills category (14 faces and 14 places) (**Finalists**). Finalists will be notified by 2 September 2021.
23. Four category winners will be selected (1 x Faces – Photo, 1 x Faces – Video, 1 x Places – Photo, 1 x Places – Video) will then be selected from the Finalists.
24. Each Entry will be judged based on creative conception and skillful execution.
25. The overall winners will all be announced on the opening night of

the Finalist Exhibition scheduled to open on 30 September 2021.

Judging (People's Choice)

26. The People's Choice winners will be selected by a voting process open to the public. The mechanism for the People's Choice voting process will be announced shortly.
27. The votes will be ratified by the Promoter.
28. The Promoter has discretion to re-select the winner if the deemed winner is seen to contravene the terms of this Agreement.

Prizes

26. The Finalists, as selected by the judges, will have their Entries printed and displayed at a SUNSTUDIOS Sydney exhibition, currently scheduled to be on display September 30 to October 30, 2021, and in Melbourne, pending COVID health advice (the Finalist Exhibition).
27. The Entrants that submit the winning four category entries as determined by the judges (overall winners) will receive major prizes as follows:
- The overall category winners will receive \$6,000 inc GST "SUN dollars" to be redeemed on products and services at SUNSTUDIOS in the following split:
 - Not more than \$2,000 RRP inc GST on retail product and fine art printing; and
 - The balance may be used on Studio hire, exhibition space and equipment rental (catering and consumables are excluded);
 - The People's Choice winners will receive \$500 inc GST "SUN Dollars" to be used on Studio hire and equipment rental (retail, catering and consumables are excluded)
28. All prizes must be used within three years of the prize being awarded.

Promoters Decision

29. The Promoter's decision in relation to any aspect of the Competition is final and no correspondence will be entered into.
30. No responsibility is accepted for late, lost or misdirected Entries.

Claiming Prizes

31. The overall category winners will be announced on the evening of the exhibition.
32. If any Entrant does not claim his/her prize by the times specified by the Promoter, or if he/she cannot be contacted, or cannot provide suitable proof as to eligibility, personal identity or compliance with these Terms and Conditions, he/she will forfeit the Prize in its entirety. Prizes, or any unused portion of a Prize, are not exchangeable or transferrable and cannot be taken as cash.
33. It is a condition of taking the Prize that an Entrant, if requested by the Promoter, sign a legal release in a form determined by the Promoter.

Entrant warranties and indemnity

34. Each Entrant warrants to the Promoter that:

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- a. he/she has complied with the Entry requirements;
- b. no Entry submitted by him/her will contain viruses or cause injury or harm to any person or entity; and
- c. he/she has and will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Liability

35. Each Entrant agrees to indemnify the Promoter against all costs and claims in connection with a failure by him/her to comply with these Terms and Conditions.
36. Each Entrant agrees that he/she is fully responsible for each Entry he/she submits, and is fully responsible for any equipment, materials, licenses or other costs required for, or associated with, their Entry. To the fullest extent permitted by law, the Promoter excludes any liability for Entries or any costs borne by the eligible Entrant relating to their Entry.
37. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under similar consumer protection laws in the State and Territories of Australia ("**Non-Excludable Guarantees**").
38. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence) for any personal injury or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of this Competition including (but not limited to) out of:
(a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any Entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an Entrant; or (g) use of the Prize.

Disqualification

37. The Promoter reserves the right to reject, disqualify, remove or moderate any Entry that it determines, in its sole discretion, does not fit the eligibility criteria set out in these Terms and Conditions.
38. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated by the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole

discretion, to the fullest extent permitted by law: (a) to disqualify any Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate.

39. The Promoter reserves the right to disqualify any Entrant it finds to be tampering with the entry process or the operation of the Competition or to be acting in violation of these Terms and Conditions.
40. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Privacy

41. The Promoter collects personal information and email addresses in connection with the competition in order to conduct the competition and to promote it and subsequent competitions, including via emails and online, to Entrants. The Promoter may also disclose such personal information to third party service providers, such as marketing agencies and technology providers, for these purposes. Entrants consent to such uses and disclosures. Entry is conditional upon providing such information.
42. Personal information collected by the Promoter in connection with this Competition will be managed in accordance with its Privacy Policy available at: <https://sunstudiosaustralia.com/privacy-policy>
43. Entrants may list a website or Instagram page in the Entry form if they wish but this information is not required in order to submit an Entry.

Miscellaneous

44. If any provision of these Terms and Conditions is unenforceable for any reason, such provision shall be severed from these Terms and Conditions and the remaining Terms and Conditions will remain in full force and effect.
46. These terms and conditions are governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the Federal Court of Australia.
47. The "**Promoter**" is Canon Australia Pty Ltd T/A SUNSTUDIOS ABN 53 002 954 494) of 42 Maddox Street Alexandria NSW 2015. Phone: +61 2 9641 5555.