



SUNSTUDIOS
EMERGING
PHOTOGRAPHER
AWARD

TERMS & CONDITIONS

2019

The SUNSTUDIOS Emerging Photographers Award is a competition run once a year by SUNSTUDIOS Australia to promote and celebrate the creativity and artistic flair of emerging photographers.

Photographers will be asked to submit in one of four key genres being:

1. Lifestyle / Advertising / Commercial
2. Reportage / News
3. Fashion / Beauty / Portraiture
4. Landscape / Architecture

There will be three finalists chosen per genre (twelve finalists in total), each winning a prize. These finalists will be exhibited at SUNSTUDIOS Sydney from September 19 to October 5, 2019. The exhibition will then travel to SUNSTUDIOS Melbourne from November 7 – 19, 2019.

There will be an overall winner, runner-up and a highly commended entrant chosen across the pool of twelve finalists. These overall winners will be announced on the opening night of the finalist exhibition and will be awarded major prizes.

TERMS AND CONDITIONS

Applicable terms

1. Information on how to enter and prizes forms part of these Terms and Conditions. Entry into the SUNSTUDIOS Emerging Photographers Award (**the Competition**) is deemed acceptance of these Terms and Conditions.

Entrants

2. The Competition is only open to individual Australian residents who:
 - (a) are 18 years of age or older;
 - (b) are working within Australia in the photographic industry as an Assistant Photographer or an 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
3. An “**Assistant Photographer**” is an individual regularly assisting professional photographers with their work within the industry.
4. An “**Emerging Photographer**” is a professional photographer with less than five years’ professional experience.

How to enter

5. To enter, Entrants must submit an online application form including:
- File sharing link (Dropbox, Google Drive etc) to a series of 3-5 titled images which meets one of the four genres,
 - An artist statement (100 words or less),
 - Phone number, State and email address (**Entry**).
 - Images must be supplied in two file sizes in accordance with clause 8 below.

Entries must be submitted to SUNSTUDIOS Australia via the online submission form:
www.sunstudiosaustralia.com/sepa-competition

6. Entrants may only submit 3 Entries for each genre (up to twelve possible Entries in total).
7. All Entries must be **received** by the Promoter via completed online application form in accordance with clause 5 above by not later than 11.59pm (AEST) 18 August 2019.

Entry requirements

8. Entries must be in digital form, and images forming part of an Entry **must be supplied in two file sizes:**
- o Web resolution JPEG files for judging – 2500 pixels longest side, longest side 72 dpi.
 - o High resolution processed TIFF files with an embedded ICC profile.
 - o Name files as CATEGORY_ARTISTNAME_IMAGE TITLE.
9. Images forming part of an Entry must be of an acceptable resolution and picture quality, as determined by the Promoter in its absolute discretion.
10. Entries must be the Entrant's own original work. If an Entry contains any third party copyright material, such as a third party artwork in the background of an image, the Entrant must have sufficient rights to capture that content in their Entry and to submit the Entry into the Competition.
11. If Entries are produced for, or used as part of, a commercial project or body of work, we require written approval for exhibition and promotion from the client or any party who holds licensing.
12. 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.
13. 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

- 14.** 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.
- 15.** The Promoter reserves the right to reject any Entry that it determines:
- (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.
- 16.** Such determinations are in the Promoter's absolute discretion and discussions will not be entered into.

How Entries are used and displayed

- 17.** 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:
- (a) Reproduce their Entries for display or archival purposes;
 - (b) Use their Entry for PR or marketing purposes;
 - (c) Capture their Entry in film footage or photos (to the extent they are exhibited) for subsequent use in any media; and
 - (d) Use their Entry on the Promoter's website, in catalogues, books or in advertising;
- But only for the purpose of conducting and promoting the Competition and future versions of this Competition.
- 18.** 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.
- 19.** 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.

Moral rights

20. 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.

Determination of Winners

21. All Entries are judged by a panel of the industry's best (judges are selected at the sole discretion of the Promoter) to shortlist three finalists in each genre (**Finalists**). Finalists will be notified by 27 September 2018.

22. An overall Winner, Runner Up, and a Highly Commended entrant will then be selected from the Finalists.

23. Each Entry will be judged as a body of work. Finalists and overall winners will be selected based on creativity and technical execution.

24. The overall Winner, Runner Up and the Highly Commended entrants will all be announced on the opening night of the Finalist Exhibition on 19 September 2018.

Prizes

25. The twelve Finalists, as selected by the judges, will have their Entries printed and displayed at a SUNSTUDIOS Sydney exhibition, September 19 to October 5, 2019 (the **Finalist Exhibition**).

26. A prize of \$500 inc GST "Sun Dollars" will be awarded to all Finalists. This may be redeemed on studio hire and equipment rental at SUNSTUDIOS (catering and consumables are excluded).

27. In addition to receiving a Finalist prize, the Entrants that submit the top three Entries as determined by the judges (overall winners) will receive major prizes as follows:

(a) The overall Winner will receive \$10,000 inc GST "SUN dollars" to be redeemed on products and services at SUNSTUDIOS in the following split:

- (i) Not more than \$5,000 RRP inc GST on retail product and fine art printing; and
- (ii) The balance may be used on Studio hire, exhibition space and equipment rental (catering and consumables are excluded);
- (iii) The entire sum can be used towards a supported exhibition or event at SUNSTUDIOS including space hire, opening night and printing (not more than \$5,000 RRP inc GST)

- (b) The Runner Up will receive a printed folio from SUNSTUDIOS Print up to the value of \$4,000 inc GST (image quantity/size limitations apply), and \$2,000 inc GST “SUN Dollars” to be used on Studio hire and equipment rental (catering and consumables are excluded); and
- (c) The Highly Commended entrant will receive a 6 -month Treehouse co-working space Flexi-membership.

28. All prizes must be used within one year of the prize being awarded.

Promoter’s 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 Finalists will be notified by email and by a follow up phone call (where necessary) together with instructions on how to claim the prize. Finalists will be notified by 20 September 2019.

32. The overall Winner, Runner Up and the Highly Commended entrant will be announced on the opening night of the Finalist Exhibition.

33. 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.

34. 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

35. Each Entrant warrants to the Promoter that:

- (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

- 36.** 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.
- 37.** Each Entrant agrees that he/she is fully responsible for each Entry he/she submits, and is fully responsible for any equipment, materials, licences 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.

Other conditions that may disqualify Entrants or impact the Competition

- 38.** 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.
- 39.** 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.
- 40.** 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.
- 41.** 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

- 42.** 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.

43. 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>

Liability

44. 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**").
45. 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.

Miscellaneous

46. 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.
47. 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.
48. The "**Promoter**" is SUNSTUDIOS Australia Pty Ltd (ABN 53 002 954 494) of 42 Maddox Street Alexandria NSW 2015. Phone: +61 2 9641 5555.