

# Competition Rules

1. The organiser of the Australian Geographic Nature Photographer of the Year Competition (**Competition**) is the South Australian Museum (**Organiser**). Bauer Media Limited (AG), the publisher of Australian Geographic, is the Competition's major sponsor.
  2. Information on how to enter as published on the Competition website ([www.naturephotographeroftheyear.com.au/](http://www.naturephotographeroftheyear.com.au/)) forms part of these rules. Entry into the Competition is deemed acceptance of these rules.
  3. Entry into the Competition is open to all persons except staff and immediate families of: the Organiser; AG; and people involved in the administration or judging of the Competition. For Entries in the Junior section, the Entrant must be under 18 years of age as at the close of Entries for the Competition; Entrant must declare on the Competition's online entry form that he or she has his or her parent's or guardian's consent to enter the Competition. For clarity, all Entries into the Junior Photography section must also comply with the criteria applicable to one of the other 8 Competition sections.
  4. All photographs must be taken in the ANZANG bioregion. For the purposes of these rules, the "ANZANG bioregion" means Australia, New Zealand, Antarctica (including the sub-Antarctic islands) and the New Guinea region. The region of New Guinea is limited to the west by the Wallace Line (the bio-geographical line extending between Bali and Lombok northward through the Makassar Strait between Borneo and Sulawesi). To the east the New Guinea region includes the Bismarck and Solomon Archipelagos and islands of the South West Pacific, with its eastern boundary formed by the International Date Line.  
  
**Submission of Entries**
  5. Persons (**Entrants**) may only enter photographs in the Competition (**Entries**) between 12:00pm (ACDT) on Wednesday 11 January 2017 and 5:00pm (ACDT) on Friday 24 February 2017 (**Competition Period**).
  6. An Entrant may submit up to 4 Entries in each of the Competition's sections. The same or substantially similar Entries may not be entered in more than 1 section of the Competition.
  7. The Competition's sections are:
    - a. Animal Behaviour
    - b. Animal Portrait
    - c. Botanical
    - d. Landscape
    - e. Threatened Species
    - f. Monochrome
    - g. Our Impact
    - h. Animal Habitat
    - i. Junior
  8. To enter, Entrants must:
    - a. upload each Entry via the Competition's online entry form at [www.naturephotographeroftheyear.com.au/](http://www.naturephotographeroftheyear.com.au/);
    - b. complete the Competition's online entry form in English, including the following information:
      - i. the Entrant's name and contact details (including full mailing address, email address, country and telephone number);
      - ii. a brief title for the Entry;
      - iii. a brief statement regarding when and where the Entry was taken (including, if the Entry was taken in a captive situation or in conditions that are unnatural, a statement to that effect and any details specific to the criteria of the relevant Competition section); and
      - iv. the specifications of camera, lens, film (if applicable), ISO, f-stop and shutter speed for the Entry
  - c. submit the entry fee, which is calculated as follows:
    - i. for all Entries, excluding Entries for the Junior Photography section:
      1. \$38.00 (including GST) for the 1st Entry; and
      2. \$22.00 (including GST) for each additional Entry submitted at the same time; and
    - ii. for Entries in the Junior Photography section:
      1. \$10.00 (including GST) for the 1st Entry; and
      2. \$5.00 (including GST) for each additional Entry submitted at the same time.

Note: payment for all entries must be received at the same time for reduced fee to apply.
  9. All Entries must be colour photographs in all sections except Entries in the Monochrome, or Junior Photography sections.
  10. All Entries uploaded should be formatted in JPG file format, in RGB colour mode, size no more than 1MB. Entrants are advised to ensure their image has sufficient pixels to present well to the judges. No concession by the judges will be made for poor quality files. A guideline is minimum 1200 pixels on the shortest edge. **IMPORTANT:** Entrants who are selected for the shortlist must be able to provide their finished file at 3500 pixels on the longest side. Files not meeting this size will be removed from the shortlist.
  11. All Entries are deemed to be received at the time of receipt by the Organiser and not at the time of transmission by the Entrant.
  12. The Organiser accepts no responsibility for late, lost or misdirected Entries, or Entries not received by the Organiser for any reason whatsoever.
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- Criteria for Entries**
13. All Entries must have been taken within the 7 years prior to the end of the Competition Period.
  14. Entrants are permitted to use more than one exposure per image, provided the resulting photograph maintains the integrity of the original subject. Focus stacking, multiple exposures and stitched panoramas taken in exactly the same location at the same time are permitted. Note that all original frames must be provided to the Organiser for the authenticity check should your entry be shortlisted (see Rule 23).  
The removal, alteration, addition or relocation of elements within the image is not allowed. This includes but is not limited to animals, plants, people or distractions. Compositing of different scenes is not allowed. Blur or glow effects are not permitted. Perspective/focal length blending is not permitted. Warping, stretching or other image manipulations are not permitted.  
The intention is to present the image as it was photographed in nature.

15. In all sections of the Competition Entries taken with film cameras or digital cameras may be digitally adjusted.  
Acceptable adjustments are moderate changes to levels, curves, colour, saturation, contrast, shadow and highlights. Dodging and burning is acceptable. Sharpening, noise reduction, lens perspective correction, luminosity masking techniques and minor cleaning are acceptable.  
Cropping of any degree is allowed, provided the resulting image can be supplied to the minimum acceptable size for use in the exhibition (3500 pixels on the longest edge).
16. For the Threatened Animals and Plants (Threatened species) section, the Entry must be listed as vulnerable, endangered or critically endangered on the IUCN Red List: <http://www.iucnredlist.org/>.
17. The Entrant must declare if an Entry has been taken with the Entry's subject in captivity or in conditions that are unnatural. If an Entry's subject is an animal that has been photographed in captivity, it must be an animal, either native or feral, that can be found in the wild in the ANZANG Bioregion. The Organiser may disqualify any Entry if the Organiser suspects that the Entrant has engaged in any unethical practice in connection with the Entry.
18. Pet or farm animals and commercially cultivated plants are not classified as natural for the purposes of the Competition and must not be represented in any Entry. Plants that are represented in an Entry must be native to the ANZANG Bioregion.
19. All Entries must be taken in a safe and lawful location. Neither the Organiser nor AG will be held responsible for an Entrant taking a photograph in circumstances that pose a risk of personal injury or legal implications.

#### **Judging of Entries and award of prizes**

20. Each valid Entry received will be submitted for judging. Entries will be judged by a panel of judges appointed by the Organiser.
21. Entrants will be advised by late March 2017 if they have been shortlisted in the Competition. Prize winners will be announced on Thursday 10 August 2017 when the exhibition conducted in connection with the Competition (Exhibition) and Exhibition catalogue are launched at the South Australian Museum in Adelaide, followed by publication in the Sept-Oct 2017 edition of Australian Geographic.
22. If an Entry is shortlisted by the judging panel, the Entrant must, within 2 weeks from receiving notification of such shortlisting, provide to the Organiser:
  - a. the selected image(s) as TIFF files at 300dpi in RGB colour space with working space embedded or tagged (ideally AdobeRGB 1998), at least 3500 pixels on the longest side.  
Any shortlisted Entry that is not received in such format or to the specified dimensions within the 2-week period, will be withdrawn from the shortlist; and
  - b. the original unedited digital camera file or scan of film negative it comes from. This can be a raw file or jpeg straight from the camera.
23. On receipt of the files referred to in Rule 22, the Judges and Organiser will review the images to confirm eligibility for the Competition. The Organiser reserves the right to verify the authenticity of Entries and compliance with the Competition rules and any additional requirements published on the Competition website. The Entrant must respond to any request for further information within 1 week. If the Entrant fails to provide evidence or the Organiser determines, in its sole discretion, that there is insufficient evidence to confirm that the Entry complies with the Competition rules and any additional requirements published on the Competition website ([www.naturephotographeroftheyear.com.au/](http://www.naturephotographeroftheyear.com.au/)), then the Entry will be removed from the Competition and no further correspondence will be entered into.
24. If a section receives no Entries attaining the judges' standard no prize will be awarded.
25. All prizes must be taken as offered. Any non-monetary prize, or any unused portion of a non-monetary prize, is not transferable,

exchangeable and cannot be redeemed as cash. Each prize is valued in Australian dollars. The Organiser and AG accept no responsibility for any variation in the value of any non-monetary prize or any ancillary costs incurred by the prize winner in claiming a prize.

26. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.
27. All non-monetary elements of prizes are subject to availability with no cash alternative and such elements are non-transferable and non-refundable. Prize winner(s) cannot change, vary, substitute or extend any element of a prize (in whole or in part).
28. If a prize winner is unable to claim any non-monetary prize during any applicable time period, that person forfeits that prize with no compensation or further liability of the Organiser.
29. If a prize or a portion of a prize is unavailable, for whatever reason, the Organiser may substitute the prize for a prize of equal or greater value.

#### **Use of Entries**

30. Any winning or shortlisted Entry may be used by the Organiser or AG (and any person authorised to do so by either of them) solely for the purpose of marketing and promoting the Competition and the Exhibition or future Competitions and Exhibitions, including for the purpose of:
  - a. judging the Competition;
  - b. displaying the Entries on the Competition's website, AG's website and websites of partners;
  - c. displaying the Entries at the Exhibition;
  - d. displaying the Entries in a book, diary, calendar or magazine or similar published work (whether print or digital);
  - e. publishing the Entries on posters, banners or similar to promote the Competition or the Exhibition;
  - f. publishing the Entries on postcards to promote the Competition or Exhibition;
  - g. cropping and re-sizing the Entries as necessary to fit pre-defined formats to promote the Competition and Exhibition;
  - h. sub-licensing the Entries to the media for reproduction in connection with the Competition and the Exhibition;
  - i. including the Entries within any materials promoting the Competition or the Exhibition; and
  - j. including the Entries in any compilation publication published to celebrate any anniversary of the Competition, without further remuneration or reference to the participant. Creative control over the use of the Entry in any feature, including features produced for the purposes set out above, will remain with the Organiser or AG at all times.
31. Each Entrant grants the Organiser and AG a non-exclusive, irrevocable licence in each Entry throughout the world in all media for the uses described in Rule 30) for 2 years following the date of announcement of the winners on 10 August 2017.
32. Each Entrant must insert copyright information in the meta data but not watermark Entries. The Organiser will watermark the photographer's name on any images supplied for digital promotion of the Exhibition and Competition. Neither the Organiser nor AG can assume any responsibility and are not liable for the misuse of Entries.
33. If the Organiser or AG wishes to make any use of an Entry that is not permitted under Rule 30, the Entrant will be contacted and given the opportunity to negotiate any such usage with the parties concerned independently of the Competition.
34. All Entries and, if called for, other materials are sent at the Entrant's own risk, although reasonable care will be taken by the Organiser. The Entrant releases the Organiser and AG from liability for any damage to, or loss of, submitted material.
35. Each Entrant warrants to the Organiser and AG that each Entry is an original artistic work of the Entrant which does not infringe the rights, including copyright and privacy rights, of any third party. Each

Entrant agrees to indemnify the Organiser and AG against all costs or loss suffered as a result of any claim by a third party arising from a breach of the warranty set out in this rule.

36. Each short listed Entrant agrees to be interviewed, photographed and/or filmed at any time by the Organiser or AG or their agents. There is no obligation upon the Organiser or AG to use such images or footage but, if the Organiser or AG elects to do so, the winner consents to the Organiser using their name, likeness, image and/or voice in any media for the purpose of promoting the Competition (including any outcome), the Organiser or AG, for an unlimited period of time without remuneration.
37. By entering the Competition the Entrant acknowledges and agrees that the Competition and any subsequent use of their Entry in accordance with these rules does not create a relationship between the winner and the Organiser or AG of employer and employee, principle and agent, partnership or joint venture.

### **General Terms**

38. The Organiser reserves the right to verify the validity of Entries at any time and reserves the right to disqualify any Entrant who tampers with the entry process (including but not limited to tampering by way of the utilisation of techniques designed to avoid the payment of entry costs) or who submits an Entry that is not in accordance with these rules. Failure by the Organiser to enforce any of its rights at any stage does not constitute a waiver of those rights.
39. The Organiser's decision on all matters relating to the Competition will be final and no correspondence regarding judging or organisation of the Competition will be entered into.
40. Where the Organiser disqualifies any Entry, the Organiser has no obligation to notify the Entrant of such disqualification or to provide any justification for or enter into any correspondence relating to such disqualification.
41. The Organiser reserves the right to ask a prize winner to provide proof of identity and proof of residency at the nominated prize delivery address. Identification considered suitable for verification is at the discretion of the Organiser.
42. If, for any reason, the Competition is not capable of running as planned for reasons beyond the control of the Organiser, the Organiser may take any action available, including canceling, terminating, modifying or suspending the Competition.
43. The Organiser, AG and companies associated with the Competition will not be liable for any loss (including indirect or consequential loss), damage or personal injury which is suffered or sustained (including where caused by any person's negligence) relating to the Competition or the awarding or taking of any prize, except for any liability which cannot be excluded by law.
44. While the Organiser will make reasonable efforts to contact each Entrant whose Entry is shortlisted and each winning Entrant, no responsibility will be taken where notification is not received by such Entrant.
45. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia (Non-Excludable Guarantees). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Organiser (including its respective officers, employees and agents) 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 the promotion.
46. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Organiser and AG (including its respective officers, employees and agents) are not responsible for and exclude 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:

- a. any technical difficulties or equipment malfunction (whether or not under the Organiser or AG'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 Organiser) due to any reason beyond the reasonable control of the Organiser or AG;
- d. any variation in prize value to that stated in these rules or in the Competition information on the Competition website;
- e. any tax liability incurred by a winner or entrant; or
- f. use of the prize.
47. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Organiser, the Organiser 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.
48. The Organiser collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties (including AG), including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Organiser and AG may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Organiser.
49. The collection, use and disclosure of personal information provided in connection with this Competition is governed by the Privacy Notice.
50. By entering this Competition, the entrant consents to receipt of any email regarding the Competition, and other emails which inform the entrant of the Organiser's other publications, products, services and events and to promote third party goods and services it may be interested in.