

Photo Competition Terms and Conditions

1. **TERMS:** In these terms the following means:
 - a. **Entrant(s)** means the individual / group who enters the competition by submitting an entry to the Website.
 - b. **Programme** means the Rotorua Te Arawa Lakes Programme.
 - c. **Website** is the site located at www.rotorualakes.co.nz
2. **ACCEPTANCE OF TERMS:** By entering the competition, Entrants are deemed to have accepted these terms.
3. **ELIGIBILITY:** The competition is open to anyone who would like to show their appreciation and love for the Rotorua Te Arawa lakes or demonstrate what they like doing on, or how they like to use, the Rotorua Te Arawa Lakes. Entries can be submitted by individuals or groups. All entries must be submitted by March 1, 2021 at 12pm. The Programme will not accept late entries.
4. **HOW TO ENTER:** Entrants must submit their photo(s) to the Website, along with a description of the photo and provide any other requested details. Multiple entries may be submitted to the Website.
5. **PHOTO REQUIREMENTS:** The photo(s) must meet reasonable standards of decency. The Programme has the sole discretion to determine whether or not a photo meets these requirements. All photos must be in either JPG or PNG format. No hard copy submissions will be accepted.
6. **HOW WILL THE WINNER BE SELECTED:** The Programme will select 10 finalists (“**Finalists**”) from the entries submitted via the Website at its discretion (“**Finalist Photos**”). The Finalist Photos will be displayed publicly for approximately one week. The public will be invited to vote for their favourite of the Finalist Photos. The Programme will tally the public votes and the winner of the competition will be the Finalist Photo that receives the most votes from the public (“**Winner**”).
7. **PRIZES:** The Winner (whether an individual or group) will receive a prize of one paddle board worth up to \$600.
8. **USE OF PHOTO ENTRIES:** By submitting a photo, Entrants agrees to allow the Programme to use photos submitted to the Website for the purposes of promoting the Programme’s initiatives on an ongoing basis (in digital or print form) at the Programme’s discretion and at no cost to the Programme. If uploaded to social media in the course of such promotion, the photos shall become subject to the terms and conditions of the relevant social media platform.
9. **USE OF PERSONAL INFORMATION FOR PROMOTION:** By submitting a photo in the competition, Entrants agree to disclosure of their identity (including their name) in promotional material associated with the competition. Finalists and the Winner further agree to participate in any additional publicity as requested by the Programme, including the use of their image. Publicity might include but is not limited to newspaper articles or social media posts.
10. **PHOTO TALENT:** Entrants must have obtained permission of all individual(s) captured in photo(s) submitted to the Website to capture, share and publish the image of those individuals, including specifically to use their image to enter the competition.

11. **ORIGINAL PHOTO:** Photos must have been taken by the Entrant and be an original work. Photographs must not violate the rights of anyone else, must not have been published previously and must be suitable for viewing by all ages.
12. **STAFF:** This competition is not open to staff and contractors of Toi Moana Bay of Plenty Regional Council.
13. **RIGHT TO VERIFY:** The Programme reserves the right to verify the validity of entries and to disqualify any Entrant who, in the opinion of the Programme, has not acted in accordance with these terms and conditions, or who has engaged in conduct in entering the competition which is fraudulent, misleading, deceptive, or generally damaging to the goodwill or reputation of the Programme.
14. **INDEMNITY:** Notwithstanding clause 12, Entrants indemnify the Programme against each liability, expense, loss, cost, claim or damage (including legal fees) incurred by the Programme, which arises directly or indirectly from the negligence, wilful act or omission or breach of the conditions of the Privacy Act 1993, Privacy Act 2020 or Copyright Act 1994 by the Entrant.
15. **NOTIFICATIONS:** Entries may not be acknowledged. The Finalists will be notified by the Programme when they are selected and the Winner will be notified upon selection. The Programme will not notify if you are not selected as a Finalist or the Winner. The decision of the Programme on the Finalists and Winner is final and will not enter into any discussion or correspondence regarding the decisions.
16. **REMOVAL OF PHOTOS:** The Programme can choose to keep or remove photos from the gallery on completion of the competition at its discretion.
17. **PRIVACY:** The Programme's privacy policy applies to the information supplied by Entrants in participating in the competition. Entrants authorise the Programme to contact them regarding the competition, but Entrants' personal information shall not be provided to any third parties without the Entrants' prior consent. More information on the Programme's privacy policy is available here <https://www.rotorualakes.co.nz/privacy>
18. **GOVERNING LAW:** These terms are governed by New Zealand law.