



## NZ Game Bird Habitat Stamp - Photo Competition

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### Terms and Conditions

#### ENTERING A PHOTO IS DEEMED ACCEPTANCE OF THESE TERMS AND CONDITIONS:

Submission of photos in the **NZ Game Bird Habitat Stamp - Photo Competition** (“the Competition”) and/or voting for any photo submitted is deemed acceptance of these terms and conditions (“Terms and Conditions”).

1. **PROMOTER:** The Promoter is the New Zealand Fish and Game Council (“Fish and Game”) in association with The New Zealand Game Bird Habitat Trust. (“NZGBHT”).
2. **ELIGIBILITY:** The competition is open to anyone who resides in New Zealand, except for Fish and Game or NZGBHT staff, councillors, trustees or any person involved in judging the competition including the immediate families of those groups. Fish and Game and NZGBHT reserves the right to verify the validity of all entries.
3. **HOW TO ENTER:** To submit a photo for entry in the competition the photo must meet the terms and conditions of the competition and be uploaded through the Fish and Game website ([www.fishandgame.org.nz](http://www.fishandgame.org.nz)) on the competition entry page and comply with conditions of entry. Entries will not be considered through any other means.
4. **PHOTO SUBMISSION PERIOD:** The competition will run from publication of the Special Game Edition of the Fish & Game magazine in March until the 1<sup>st</sup> of October each year. Any entries received after that date become ineligible for entry. The competition period may be changed at the promoters discretion.
5. **PHOTO REQUIREMENTS:** The photo(s) must meet reasonable standards of decency and meet the following requirements.
  - a. Photographs must be taken in New Zealand and be of the species required for entry.
  - b. Photographs must be submitted as a .jpg or .jpeg file with a minimum 1MB and maximum 5MB file size.
  - c. Entries must not have been a winner in any other photographic competition or be currently submitted for any other competition.
  - d. Photos can be landscape or portrait and must be suitable to be used as NZGBH Stamp with the key elements of the image being as central as possible in the image
  - e. Photos of birds may be entered either dead or alive. Any submitted photo must demonstrate safe and humane handling of birds.

- f. The description of the photo must specify the date and place of the photograph.
- g. All images must be originals which have not been circulated or published previously.
- h. Fish & Game New Zealand and the NZGBHT retains exclusive commercial use of winning monthly images, including the overall winner, for five years from completion of the competition. Fish & Game New Zealand and the NZGBHT can use those images for commercial and promotional activities at no cost.

Fish and Game and the NZGBHT has the sole discretion to determine whether or not a photo meets the above requirements.

- 6. **NUMBER OF ENTRIES:** You may submit as many photos as you wish.
- 7. **HOW TO WIN:** The winner will be determined by a judging panel appointed by Fish and Game and the NZGBHT based on subject matter, technical quality, and appeal to licence holders. Judges will look for diversity, originality and creativity of the composition. Judging will be anonymous.

The decision of the promoter is final and no correspondence will be entered into concerning the competition's judging and organisation. Once each winner is announced, all ownership rights to non-successful entrants will return to those entrants.

- 8. **PHOTO WINNER NOTIFICATION:** Winners will be notified privately and the winning images will not be made public until the release of the NZ Game Bird Habitat Stamp.
- 9. **PRIZES:** The winner of each competition will receive \$1,000 cash.
- 10. **SIGNED COPIES:** The NZ Post requires the winner to sign 250 prints and stamps as limited editions for purchase by buyers.
- 11. **ANNOUNCEMENTS:** By submitting a photo for entry, each entrant hereby agrees to participate in any publicity related to the competition. Entrants and winners in the competition agree that their identity may be disclosed in winner announcements and promotional material. Winners also agree to have his/her image used for publicity purposes without any payment being made.
- 12. **PRIZE ELIGIBILITY:** The promoter cannot be held responsible for the winner being unable to redeem their prize.
- 13. **PHOTO USAGE:** By submitting a photo, the entrant agrees to allow the promoter permission to use the image for the purposes of promoting Fish and Game New Zealand, the NZ Game Bird Habitat trust or the competition, now and into the future, at no cost to the promoter. The entrant also agrees to allow the promoter to use their photo for printed collateral, online, in store and across other marketing mediums, at the promoters sole discretion and at no cost.
- 14. **PHOTO TALENT:** By submitting the photo, the entrant declares that they have the permission of all individual(s) captured in photo(s) to share and publish their image (where the image shows any persons under 18, the consent of their parent/guardian has been obtained) for full usage rights by Fish and Game New Zealand and indemnify

against any claims made by any third parties in respect of such infringement.

By submitting the photo, the entrant declares that they have received any necessary permissions from the owner(s) of depicted background objects including land, and buildings included in submitted images for the usage rights required.

15. **PHOTO COPYRIGHT:** In submitting a photo for entry, the entrant declares that they have taken the photo and own and have sole and complete intellectual property rights to the photo. The entrant will indemnify the promoter against any claim, loss or costs incurred by the promoter where a third party claims ownership of the rights to a photo. The promoter reserves the right to request proof of photo ownership.
16. **CONTRACT LAW:** All agreements and contracts shall be subject solely to New Zealand law and the exclusive jurisdiction of the New Zealand courts.
17. **ENTRY FORMAT:** Acceptable entries will be photo files from either digital cameras or smart phone cameras or electronic scans. No images supplied in hard copy will be accepted.
18. **ACKNOWLEDGEMENTS:** Entries may not be acknowledged or returned. Participants have the obligation to ensure entries are received on time. The promoter can choose to keep or remove images from the gallery on completion of the competition should they wish to do so. Entrants can request removal of their images via Fish and Game New Zealand.
19. **CHANGES TO COMPETITION:** The promoter reserves the right to change the prizes throughout the competition. Any change to prize/s will be updated in the competition terms and conditions and on the Fish and Game New Zealand website/s.
20. **PERSONAL INFORMATION:** The collection, use and disclosure of personal information provided in connection with this competition is governed by the Privacy Laws of New Zealand. Your personal information shall not be provided to any third parties without your prior consent, but you do authorise Fish and Game New Zealand to be able to contact you with information pertaining to the competition or related promotions.