



2021/22 Fish and Game New Zealand, Sports Fishing Licence - Photo Competition

Terms and Conditions

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

Submission of photos in the Fish and Game New Zealand, fishing licence 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") and the sponsor is Kilwell Sports Limited ("sponsor").
2. **ELIGIBILITY:** The competition is open to anyone who resides in New Zealand, except for councillors, volunteers and employees of any Fish & Game council. This includes competition sponsors and judges and their immediate families. Fish and Game 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) 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 for four months, beginning on the first day of the first calendar month and finishing on the last day of the last calendar. The period will be the 1st January 2021 through to the 30th April 2021. Photos can be submitted up to midnight on the final day of any month, any photo submitted after that will be considered in the following month's competition or in the case of the last month 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 specifically related to sports fishing.
 - 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 the licence image with the key elements of the image being as central as possible in the image
 - e. Photos of sports fish may be entered either dead or alive. Any submitted photo must demonstrate safe and humane handling of fish.
 - 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 retains exclusive commercial use of winning monthly images, including the overall winner, for five years from completion of the competition. Fish & Game New Zealand can use those images for commercial and promotional activities at no cost.
- i. As a winner the photographer's name and image may be used by Fish and Game for promotional purposes.

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

- 6. **NUMBER OF ENTRIES:** You may submit one photo per month. Once a photo has been submitted, it is unable to be re-submitted in later months within the competition.
- 7. **HOW TO WIN:** The winner of each monthly competition will be determined by a judging panel appointed by the promoter based on subject matter, technical quality, and appeal to licence holders. The ideal shot will include participation in sports fishing and or the catch. 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.

The four winners of the monthly competitions will then become the finalists for the grand prize which will be decided by the greatest number of votes at the conclusion of that time period.

- 8. **VOTING PERIOD:** The competition will conclude on 30th of April 2020 and voting will open early May at the discretion of Fish and Game New Zealand on their national Facebook page, closing on Friday 15th May.
- 9. **HOW TO VOTE:** Each winning photo from the monthly competitions will be posted to the Fish and Game New Zealand Facebook page. You can vote for your choice by liking the photo. You may also leave a comment which will ensure you receive our winner announcement via Facebook.
- 10. **NUMBER OF VOTES:** A voter can only vote (like) once for an individual photo but may vote for as many photos as they like. A person may vote for their own photo.
- 11. **SOLICITING VOTES:** A monthly winner may share their photo or the Fish and Game post on Facebook and solicit votes from their friends and family. Soliciting votes from online "vote for me" websites or buying likes on Facebook is not allowed and will be deemed invalid. In any sort of large scale voting, the promoter will investigate to make sure there has been no foul play. The promoter reserves the right to discount any votes deemed invalid or to disqualify the entrant all together.
- 12. **PHOTO WINNER NOTIFICATION:** The monthly photo winner may be announced on Facebook, the Fish and Game New Zealand website and any other social media or communications channels owned or managed by Fish and Game New Zealand. Winners will also be notified by email and or telephone at the conclusion of each monthly competition. The overall winner will also be contacted personally by Fish and Game after voting closes

and the winner will be notified using the contact details provided on their registration within seven days of the announcement. If after seven days a winner cannot be contacted, the prize will be given to the entrant with the next highest number of votes who can be notified on the terms above. In the event of a draw, lots will be drawn to decide the winner.

13. **PRIZES:** The winner of the monthly competition will receive a \$500 voucher from the sponsor to be redeemed directly with the sponsor, subject to the terms and conditions of the voucher supplied.

The winner of the overall competition will receive a \$2,000 voucher from the sponsor to be redeemed directly with the sponsor subject to the terms and conditions of the voucher supplied.

In addition, the winners name will be engraved on the competition trophy, retained by the promoter and their winning photo will be used on the 2021/2022 Fish and Game Sports Fishing Licence.

14. **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.

15. **PRIZE ELIGIBILITY:** The promoter cannot be held responsible for the winner being unable to redeem their prize.

16. **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 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.

17. **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.

18. **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.

19. **INSTAGRAM/ FACEBOOK:** By entering this contest you agree to release Instagram/Facebook of any liability or obligation related to the entry and you acknowledge the promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram/Facebook.
20. **CONTRACT LAW:** All agreements and contracts shall be subject solely to New Zealand law and the exclusive jurisdiction of the New Zealand courts.
21. **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.
22. **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.
23. **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.
24. **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.