

FBA Terms & Conditions - Nature In Focus Photography Competition 2025

Effective Date: March 17 (Monday) 9:00 AM 2025 (AEST) - April 22 (Tuesday) 2025 5:00 PM (AEST)

Organiser: Fitzroy Basin Association (FBA) ABN: 30 802 469 401

Promoter: FBA

Region: Fitzroy Basin, Central Queensland (CQ), Australia

Please read these Terms and Conditions carefully before participating in the [FBA Nature In Focus] ("the Competition"). By submitting an entry, you agree to comply with and be bound by these Terms and Conditions. If you do not agree, you will not be eligible to win.

1. Eligibility

1.1. Residency Requirements:

- The competition is exclusively open to individuals who work, play, study, or are residents of the Fitzroy Basin region of Central Queensland (CQ), Australia.

1.2. Registration Requirements:

- Participants must be registered to enter.
- Registration details must be accurate and verifiable. Any false information will result in disqualification.
- Individuals under 18 years of age must have the consent of a parent or guardian.
- An entrant must be an individual and not a company or organisation.
- Entries must meet the photo requirements, rights, and ownership conditions (below).

1.3. Exclusions:

- Employees, immediate family members, and agents of FBA are not eligible to enter.

2. Competition Period

2.1. Opening and Closing Dates:

- The Competition begins on March 17 (Monday) 9:00 AM 2025 (AEST) - April 22 (Tuesday) 2025 5:00 PM (AEST) (the “Competition Period”).
- Promotion commences and closes on the dates shown. Only the winner(s) will be notified by email or phone and must respond within 48 hours or the prize may be re-allocated. Relocation will be based on remaining competition entrants.
- Winners will be announced April 30 (Wednesday) 2025 5:00 PM (AEST)

2.2. Late or incomplete entries will not be accepted.

3. Submission Guidelines

3.1. Photo Requirements:

- All entries must be original works of the participant and taken within the Fitzroy Basin region.
- Entries must be submitted in [JPEG format] and not exceed [insert file size, e.g., 20 MB].
- Photos containing offensive, defamatory, or inappropriate content will be disqualified.

3.2. Submission Limits:

- Participants may submit a maximum of 7 entries. Each entry must be submitted individually.
- Participants must have attached with every submission 50 words why the chosen location holds personal significance or importance.

3.3. Ownership of Entries:

- The participant must own all rights to the submitted photo(s). By submitting an entry, the participant warrants that the photo does not infringe on any third-party rights, including copyright, trademark, or privacy rights.
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3.4. How to Submit:

- Entries must be submitted via <https://cqss2030.com.au/2025-gallery/> by April 22 (Wednesday) 2025 5:00 PM (AEST)

3.5 Entries:

- Entries will be deemed invalid if they are incomplete, or if the number of entries exceeds the maximum allowed limit of seven (7).

4. Judging Criteria and Prizes

4.1. Judging Process:

- Entries will be judged by a panel of 3 qualified judges selected by the Organiser.
- Judging will be based on creativity, originality, and relevance to the competition's theme: [why the chosen location holds personal significance or importance].

4.2 Prizes:

Winner of Air category: 40-minute Bush helicopter scenic flight over Central Highlands peaks, valleys, and wetlands for 3 people plus 1-night accommodation for 3 people at Clermont Country Motor Inn in Queen plus 2 Single Bed Room.

Winner of Coastal & Marine category: Accommodation at GKI Hideaway – 2 nights for 4 people (Keppel Konnections ferry transfer & return for 4) Entrée & Main Evening meals for 4 adults.

Winner of Groundwater category: Capricorn Caves Adventure - Capricorn Cave experience for 4 people including Capricorn Adventurer Cave Tour (120mins) + Accommodation at Headlow Retreat.

Winner of Land-based category: Accommodation at Empire Hotel Rockhampton Two Bedroom River View Apartment – 1 night for 4 people + Sunset Cruise on the Fitzroy River for 4 people.

Winner of Soil category: Carnarvon Gorge Eco Tours Lower Gorge Tour – Full day tour for 4 people + Carnarvon Gorge Eco Tours Night Safari – 1-1.5-hour Wildlife tour for 4 people and \$800 Gift Voucher to be used at Carnarvon Gorge.

Winner of Freshwater: Accommodation at Empire Hotel Rockhampton Two Bedroom River View Apartment – 1 night for 4 people + Sunset Cruise on the Fitzroy River for 4 people.

Winner of Community: Accommodation at Ferns Hideaway – 2 nights for 4 people in Bowenia Lodge + Waterpark Farm Ecotour – 4 people 2.5 hours.

Lucky Draw: 2-days ticket to St Lawrence Wetlands Weekend Event including Entry Tickets, Lunch and Glamping for 2 people + \$200 Gift Voucher from Anaconda.

4.3. The judges' decisions are final and binding. No correspondence or appeals will be entertained.

4.4 Acknowledgment of Prize :

The Winner acknowledges that they have voluntarily accepted the prize awarded by the Organiser and understand that the acceptance and use of the prize are at their own risk.

By signing this Agreement, the Winner, on behalf of themselves, their heirs, executors, administrators, successors, and assigns, hereby releases, discharges, and holds harmless the Organiser, its affiliates, subsidiaries, directors, officers, employees, agents, representatives, and any other parties involved in the promotion or fulfillment of the prize (collectively, the "Released Parties") from any and all claims, liabilities, demands, actions, damages, losses, or costs (including legal fees) arising from or related to the prize, including but not limited to:

- Any injuries, accidents, or illnesses related to the use, misuse, or acceptance of the prize.
- Any delays, cancellations, or modifications of the prize.
- Any defects or malfunctions of a product-related prize.

The Winner acknowledges that they are solely responsible for reporting and paying any applicable Commonwealth, State, or Territory taxes related to the prize and agree to provide any necessary tax-related documentation as requested by the Organiser, in compliance with Australian taxation laws.

The Winner understands and agrees that the prize is awarded "as is," without any express or implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. The Organizer makes no representations regarding the quality, safety, or performance of the prize.

5. Grant of License:

All entries in the competition become the property of the Promoter. The Promoter collects personal information from entrants to conduct the competition and may, in the course of business, disclose the personal information to third parties, as required. Entry in this competition is conditional on the provision of the personal information requested. Entries may be entered into a database and the Promoter may use the entrants' names and addresses for future promotional, marketing and publicity in various forms by the Promoter, and the entrant consents to such use. Entrants may direct any request to access their personal information to the Promoter. Additionally, all literary works submitted as part of an entry become the property of the Promoter and it is a condition of entry that those literary works may be used by the Promoter for their own promotional, marketing and publicity purposes without restriction. The promoter may share the entry details with the prize provider.

You hereby grant [Fitzroy Basin Association (FBA)] a perpetual, irrevocable, non-exclusive, royalty-free, worldwide license to use, reproduce, modify, adapt, publish, distribute, and display your submitted photo(s) in any marketing, promotional, or educational materials, including but not limited to digital platforms, social media, print publications, and advertisements.

5.1 Ownership Retention:

You retain ownership of the copyright to your submitted photo(s). However, by entering the competition, you waive the right to claim any compensation or royalties for FBA's use of the photo(s) as permitted under this license.

5.2 Waiver of Copyright Claims:

You expressly waive and forego any present or future legal claims related to copyright infringement or other intellectual property rights against FBA for any authorized use of your submitted photo(s) in accordance with these Terms and Conditions.

5.3 Attribution:

While FBA will make reasonable efforts to credit the photographer wherever the photo is used, you agree that failure to attribute does not constitute a breach of this agreement or grounds for legal action.

By submitting your photo(s), you confirm that you understand and accept these terms. You also warrant that you are the sole copyright owner of the submitted photo(s) and that the photo(s) do not infringe on any third-party rights, including copyright, privacy, or publicity rights.

6. Privacy and Personal Information

6.1. By entering the Competition, participants consent to the collection and use of their personal information for the purposes of administering the Competition and awarding prizes.

6.2. Personal information will be handled in accordance with [Insert Organiser's Privacy Policy link or state compliance with the Privacy Act 1988 (Cth)].

7. Disqualification

7.1. The Organiser reserves the right to disqualify any participant who:

- Submits false or misleading information;
- Breaches these Terms and Conditions; or
- Engages in conduct that the Organiser deems inappropriate, unlawful, or unethical.

8. Limitation of Liability

8.1. To the maximum extent permitted by law, the Organiser will not be liable for:

- Any loss, damage, or injury incurred as a result of participating in the Competition; or
- Technical errors, system failures, or delays beyond the Organiser's control.

8.2. Participants enter the Competition at their own risk.

9. General Conditions

9.1. The Organiser reserves the right to modify, suspend, or cancel the Competition at any time without prior notice.

9.2. These Terms and Conditions are governed by the laws of Queensland, Australia, and participants submit to the exclusive jurisdiction of the courts of Queensland.

9.3. Any provision of these Terms and Conditions deemed unenforceable by law shall be severed, and the remaining provisions will remain in effect.

9.4 Photographers may be contacted by Fitzroy Basin Association at any time using contact details provided to confirm photo details, model and/or property releases, to request higher resolution copies of their image and/or discuss other matters relating to their entry.

9.5 Submitted images and related information will remain available on the CQSS2030 website for up to 24 months for public viewing. Requests for earlier removal may be made to Fitzroy Basin Association in writing at any time.

10. Contact Details

For questions or clarifications about the Competition, please contact us at:

Email: admin@fba.org.au

Phone: 07 4999 2800

Acknowledgment of Agreement

By submitting an entry, participants confirm they have read, understood, and agree to these Terms and Conditions.