



Australian Government

Department of Climate Change, Energy,
the Environment and Water

Australia's Ocean Art Competition

Terms and Conditions

1. Australia's Ocean Art Competition (**the Competition**) is subject to these terms and conditions.
2. The promoter of this Competition is the Commonwealth of Australia (as represented by the Department of Climate Change, Energy, the Environment and Water ABN: 63 573 932 849 (**the Department**))

Duration

3. The Competition opens at 10:00 am (AEST) 08 June 2023 and closes at 05:00 pm (AEST) 13 October 2023. No entries will be accepted after the closing date.

Eligibility

4. Any person permanently residing in Australia from the age of 3 can enter the Competition (**the Entrant**).
5. Only a parent or guardian can submit an Entry into the Competition on behalf of a person between 3 and 18 years of age (**Child**). In submitting the Child's Entry, the parent or guardian is deemed to have accepted these terms and conditions.
6. A teacher can submit an Entry on behalf of a class of students. The class, as a group, will be considered the Entrant.
7. An Entrant may submit more than one Entry into the Competition.

Submitting a Competition entry

8. The Competition has one category: Show us what you love about Australia's ocean.
9. The Competition will have three age groups for judging:
 - a. 3-10
 - b. 11-17
 - c. 18+

(collectively **the Categories**)

10. To enter the Competition, an Entrant must:
 - a. upload a photo (jpg / jpeg, gif, png, bmp file type only up to 200 MB) to 'Have Your Say' (**the Entry**);
 - b. identify the Entrants age group for submission; and
 - c. submit a completed consent form for each recognisable person in the photo.(collectively **the Requirements**).
11. Teachers submitting an Entry on behalf of a class of students must complete the consent form on behalf of the class, and should ensure they have obtained consent before they submit a photo of a Child/Children with the Entry.
12. For the purpose of paragraph 10(a) above, a photo is a picture made using a camera (including those in smartphones, tablets etc). A photo does not include a video or any image derived from artificial intelligence/computer program.

Right to exclude Entries

13. The Department, in its sole discretion, may exclude an Entry from the Competition for the following reasons:
- a. The Entrant is not eligible to enter the Competition.
 - b. The Entrant has not satisfied all of the Requirements for each Entry they submit.
 - c. The Entry does not relate to the Category.
 - d. The Entry is a corrupted file.
 - e. The Entry infringes the intellectual property rights of a third party.

Judging

14. Each Entry will be judged, and winners chosen by an official of the Department based on the following factors, in no particular order or weighting:
- a. Relevance to the category;
 - b. Creativity.
15. The Department will select at least one winner for each age group in the Competition.
16. The Competition is a game of skill and chance plays no role in determining the winners.
17. The Department's decision of the winners is final and no correspondence will be entered into regarding the result.

Notification

18. All winners will be notified in writing in October 2023.

Prizes

19. Each winner will receive one Ocean prize pack (**the Prize**). The Department may award up to 3 Prizes for the Competition.
20. The Prize is not transferable and cannot be exchanged for cash.

Provision of Prizes

21. Each Prize will be sent to the Australian mailing address of the winner.
22. The Department takes no responsibility for Prizes which may be damaged, delayed or lost in transit.

Publicity

23. Each winner's name and their winning Entry will be published on the Department's website.
24. The Entrant acknowledges and consents to the Department using their winning Entry in the Department's communications and publications or other Departmental purposes.

Intellectual property

25. The Entrant warrants that they own all the intellectual property rights in their Entry.
26. Competition Entrant retains all intellectual property rights in their Entry.
27. Upon submitting an Entry into the Competition, the Department is granted a perpetual, irrevocable, royalty-free, world-wide and non-exclusive licence (including the right to sublicense) to use, reproduce, adapt and communicate the intellectual property rights in an Entry.

Privacy

28. The Entrant acknowledges and consents to the Privacy Notice. This can be found on the 'Have Your Say' photo competition page.

Release & Indemnity

29. The Department will not be liable for any loss or damage suffered, including personal injury or death, in connection with the Prize.
30. The Entrant indemnifies the Department against any claim, loss or damage resulting from, or in connection with, the exercise of the intellectual property rights in their winning Entry.

Changes to the Competition Terms and Conditions

31. The Department reserves the right to vary these terms and conditions at any time and without notice to the entrants.
32. Clauses 25, 27, 29 and 30 survive the conclusion of the Competition.

Governing law

33. The laws of the Australia Capital Territory apply to this Competition.