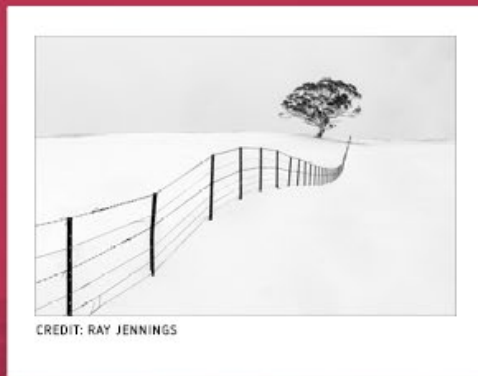




2023 HERITAGE BANK PHOTOGRAPHIC AWARDS



Encouraging + Celebrating the
Art of Australian Photography



Heritage Bank Photographic Awards 2023 Terms and Conditions

The aim of the Heritage Bank Photographic Awards is to encourage and celebrate the art of Australian photography. Heritage Bank understands that it has a responsibility to assist the communities it serves to grow and prosper, not just economically but culturally and socially as well. Heritage Bank created the awards more than 30 years ago to help foster creativity in the photographic arts. Offering the Awards not only encourages people to remain active in photography, it also challenges them to extend their skills by recognising greater creativity in their approach. The Awards have also enabled Heritage Bank to build a collection of photographic works that is already outstanding in its artistic worth and that will become an even more important contributor to the history of photography in Australia over time.

1. Information on how to enter the Heritage Bank Photographic Awards ("Awards"), including the Entry Form, forms part of these Terms and Conditions. Participation in these Awards is deemed acceptance of these Terms and Conditions. The Awards are a competition based on photographic and artistic skill. All times outlined in these terms and conditions are in Australian Eastern Standard Time ("AEST").
2. The Awards are conducted by Heritage and People's Choice Ltd ABN 11 087 651 125, AFSL and Australian Credit Licence 244310, trading as Heritage Bank, of 400 Ruthven Street, Toowoomba, Queensland, 4350, phone number 13 14 22 ("Heritage Bank" or "Awards Organiser").

ENTRANT REQUIREMENTS

3. To be eligible, an entrant must:
 - a) enter one of three categories:
 - i. Open;
 - ii. Themed (Firsts); or
 - iii. Illustrative;
 - b) be the sole owner of copyright on all images entered and must have obtained all (if any) permissions needed to take and publish the pictures (and for Heritage Bank to use the images in accordance with these Terms and Conditions);
 - c) be an Australian resident; and
 - d) submit an entry on-line at www.heritage.com.au/photocomp between 9AM AEST, 2 May 2023 and 5PM AEST, 30 June 2023.
4. The judges appointed by the Award Organisers to judge the Awards are not eligible to enter nor are the directors, employees of Heritage Bank or the immediate family of employees of Heritage Bank.

IMAGE REQUIREMENTS

5. Each entrant may submit up to a maximum of four images in total. An entrant can submit into more than one category but is limited to one entry with a maximum of four images across all 3 categories. The same image cannot be submitted more than once.
6. To be eligible, images must:
 - a) have been taken within the last 12 months from the opening of entry into these Awards (i.e. the picture must have been taken on or after 2 May 2022). The Award Organisers reserve the right to and may disqualify any image with EXIF data which indicates the image was taken before 2 May 2022;

- b) not have been previously submitted to these Awards;
 - c) be submitted digitally and formatted to JPEG format (.jpg), in RGB colour mode, size no more 3 Mb and a minimum of 3000 x 2000 pixels (or 2000 x 3000 pixels);
 - d) must not contain any watermarks or other photographer branding; and
 - e) be the original work of the entrant and have all (if any) permission/s to be published and for any licences or rights are outlined in these terms and conditions to be granted to Heritage Bank. Any post-production must be the work of the entrant.
7. Artificial Intelligence (AI) images will not be accepted in these Awards. Any Award winner may be required to provide evidence of the images that comprise the capture.
 8. Entrants retain the copyright to their image/s at all times, except as provided for in clauses 21-25.

CATEGORY CRITERIA / REQUIREMENTS

9. **Open Category** – Photographers of all ages, backgrounds and experience levels who meet the other eligibility criteria can enter this category and the choice of subject is open. Images entered into the open category are permitted to have minor post-production adjustments, however it is the intent that all images in this category should maintain the integrity of the original image. Permitted editing includes minor adjustments to colour (including black & white), sharpness, tone, contrast, shadow and highlights, cropping, noise, dodging, burning and the removal of minor distractions. Entrants are only permitted to use techniques where two or more exposures are captured and merged to form a single image only when all exposures are taken in the same location and time. This includes focus staking, HDR images and stitched panoramas. Any other composite images are not permitted into the open category. Award organisers and judges have the right to reallocate any image which they feel has been over edited and no longer holds the integrity of the original image into the Illustrative category.
10. **Theme Category 'Firsts'** – This year's theme of 'Firsts' lends itself to a variety of interpretations which could be captured literally or metaphorically. All images entered into the theme category must in some form capture the spirit of 'firsts'. Images entered into the theme category are permitted to have minor post-production adjustments, however it is the intent that all images in this category should maintain the integrity of the original image. Permitted editing includes minor adjustments to colour (including black & white), sharpness, tone, contrast, shadow and highlights, cropping, noise, dodging, burning and the removal of minor distractions. Entrants are only permitted to use techniques where two or more exposures are captured and merged to form a single image only when all exposures are taken in the same location and time. This includes focus staking, HDR images and stitched panoramas. Any other composite images are not permitted into the theme category. Award organisers and judges have the right to reallocate any image which they feel has been over edited and no longer holds the integrity of the original image into the Illustrative category.
11. **Illustrative Category** – With the rise in digital manipulation of images, the Illustrative category creates a space for these images where the photographer's creativity in the post-production stage has no limits. Images entered into the Illustrative category have no post-production restrictions, however the image must be photographic in origin. Single-capture and composite images are permitted. The use of third-party content is not permitted.

COMPETITION PRIZES

12. Winning entries will be selected for each of the below award categories and winners will receive the recognition and/ or prizes listed under that award category:
 - **Overall Winners** – one (1) image from the Open category & one (1) image from the Theme category will be purchased by Heritage Bank and receive:
 - a \$15,000 purchase price;
 - their work displayed at UniSQ Arts Gallery (Toowoomba);
 - a Toowoomba Camera House voucher to the value of \$150; and
 - 12 month print & digital subscription to Australian Photography Magazine (valued at \$118).

- **Runner-up Award** – one (1) image from the Open category & one (1) image from the Themed category will be awarded:
 - a \$2,000 prize;
 - their work displayed at UniSQ Arts Gallery (Toowoomba);
 - a Toowoomba Camera House voucher to the value of \$100; and
 - 12 month print & digital subscription to Capture Magazine (valued at \$39).
- **Illustrative Category Winner** – one (1) image from the Illustrative category will be purchased by Heritage Bank and receive:
 - a \$5,000 purchase price;
 - their work displayed at UniSQ Arts Gallery (Toowoomba);
 - a Toowoomba Camera House voucher to the value of \$150; and
 - 12 month print & digital subscription to Australian Photography Magazine (valued at \$118).
- **CEO's Choice Award** – From all entries received one (1) image will be selected by the Chief Executive Officer of Heritage Bank. The image will be purchased by Heritage Bank and receive:
 - a \$5,000 purchase price;
 - their work displayed at UniSQ Arts Gallery (Toowoomba);
 - a Toowoomba Camera House voucher to the value of \$100; and
 - 12 month print & digital subscription to Australian Photography Magazine (valued at \$118).
- **Mobile Phone Award** – one (1) image from any category that has been taken on a mobile phone will be purchased by Heritage Bank and receive :
 - a \$5,000 purchase price;
 - their work displayed at UniSQ Arts Gallery (Toowoomba);
 - a Toowoomba Camera House voucher to the value of \$100; and
 - 12 month print & digital subscription to Capture Magazine (valued at \$39).

This award will be awarded to a photograph taken on a mobile phone where the entrant has advised the Award Organisers that it is such a photo by selecting 'Yes' on the entry form when asked if the photo was taken on a mobile phone for that image. Image must be taken on a mobile phone. Images taken on a tablet or another mobile device are not eligible for this award.

- **Alwyn Kucks Memorial Award** – one (1) image will be selected from all entries received from entrants residing within a 50km radius of Toowoomba and receive:
 - a \$2,000 prize;
 - their work displayed at UniSQ Arts Gallery (Toowoomba);
 - a Toowoomba Camera House voucher to the value of \$100; and
 - 12 month print & digital subscription to Capture Magazine (valued at \$39).
- **Graham Burstow Memorial Award** – one (1) image will be selected from all entries received that emulates and continues the tradition of Graham Burstow's social documentary and receive:
 - A \$2,000 prize;
 - Their work displayed at UniSQ Arts Gallery (Toowoomba);
 - A Toowoomba Camera House voucher to the value of \$100; and
 - 12 month print & digital subscription to Capture Magazine (values at \$39).
- **Young Photographer Award** (Group 1: 14-17 years; Group 2: 10-13 years; Group 3: 9 years or younger) – one (1) image will be selected from each Group (based on the age of the photographer at the time of entry as nominated in any entry form) that has not won another award, and receive:
 - A \$500 Heritage Bank Prezzy Smart eGift Card
 - a Toowoomba Camera House voucher to the value of \$100;
 - their work displayed at UniSQ Arts Gallery (Toowoomba) and
 - a certificate of merit.

- **Finalists** – the judges shall select further images by reference to the criteria contained in clause 14 that they believe have merit. The total number of awards and finalists, including each of the other categories outlined above, shall total approximately 50. The number of Finalists selected shall be at the ultimate discretion of the judges. Each Finalist will receive:
 - their work displayed at UniSQ Arts Gallery (Toowoomba);
 - displayed on the Heritage Bank website slideshow; and
 - a Finalist certificate.

13. The total prize pool is \$54,378. All amounts are in Australian dollars. Where an award prize involves a cash element, Heritage Bank may at its discretion choose to provide that prize by the provision of a cheque, cash or bank transfer to a Heritage Bank account or another Financial Institution. Where prize money is paid by bank transfer, the Award Organisers will contact the entrant via email to request details such as Financial Institution, Account Name, BSB, and Account Number. Should the entrant fail to provide any required information to allow any such transfer, Heritage Bank shall have no liability if it fails to transfer the prize. Other than as expressly stated in these conditions, a prize is non-transferable, non-refundable, non-exchangeable, non-replaceable, and non-redeemable for another prize including cash, except at the Awards Organisers' discretion.

JUDGING OF ENTRIES

14. With the exception of the CEO's Choice Award, judges who are non-Heritage Bank employees, appointed by the Awards Organisers, will select winners and finalists which will form part of the exhibition of approximately 50 images. Judges have the right to reallocate images into a different category at their sole discretion (for example, if an image entered into the Open or Theme category is not eligible but is eligible for the Illustrative category). The CEO's Choice Award will be judged by the CEO of Heritage Bank.

15. The Judges shall be a panel of professional photographers or highly accredited photographers or such other individuals (as determined by the Award Organisers, in their sole discretion), considered to have an appropriate level of skill and knowledge in the art of photography. For all Awards, other than the CEO's Choice Award, the Award shall be determined by the Judges by reference to the following criteria:

- a) Aesthetics
- b) Creativity
- c) Technical Skill
- d) Originality
- e) In relation to the Themed category, how well the photograph captures the theme of 'Firsts'.

Each entry shall be considered separately. In regards to the CEO's Choice Award, it shall be selected from any Finalist entry (as determined by the Judges) that the CEO of Heritage Bank considers, in their personal opinion, to have the most artistic appeal that has not received one of the other prizes. Where an image has won any of the competition awards it will form part of the exhibition of approximately 50 images.

16. Judging will be finalised by 5PM AEST 14 July 2023.

17. Each image entered may only win a maximum of one award (or Finalist placement). Any image that the judges determine would have been eligible for multiple awards will only be awarded the highest value award and will not be eligible to win more than one award. Where an entry would have been eligible to win more than one awards of identical value, Heritage Bank or the Judges may at their discretion determine which award to give.

18. The Awards Organisers, CEO's and Judges' decisions on all Awards and related matters will be final and no correspondence regarding Awards judging or organisation will be entered into.

NOTIFYING WINNERS

19. All award winners will be notified via email, using the email address associated with their entries, on Monday, 24 July 2023. Winners and finalists will also be publicly announced at the UniSQ Arts Gallery (Toowoomba) Exhibition Official Opening Night on a date in early September 2023 ("Opening Night"). Opening Night date to be confirmed. The winners and finalists will be announced online and via social media on the 12 September (if

Opening Night is prior to this date) or the next business day following the Opening Night (if held after the 12 September). Prizes that are not collected at the Opening Night will be mailed by registered post to all winners within seven (7) business days of the Opening Night. The exhibition and/or the date of the Opening Night may be subject to change or cancellation, dependent on external factors outside of Heritage Bank's control, such as the COVID-19 pandemic.

20. The prize may constitute assessable income and, as such, entrants should seek independent advice to determine their taxation obligations.
21. Except liability that cannot be excluded by law, Heritage Bank accepts no liability for any event, circumstance, loss or expense arising from the taking or use of a prize by the prize winner and/or any other person. Where Heritage Bank mails a prize, any liability or obligation that Heritage Bank may have to provide the prize shall be immediately satisfied upon Heritage Bank mailing the prize. Any risks associated with mailing will be borne by the entrants.

USE OF ENTRIES /EXHIBITIONS

22. The Award winners and finalists will be displayed at the Heritage Bank Photographic Awards Exhibition at the UniSQ Arts Gallery (Toowoomba) from Monday, 11 September 2023 – Friday, 20 October 2023. The images will also be displayed at the Heritage Bank Plaza Branch at 400 Ruthven Street, Toowoomba QLD 4350 ("Plaza Branch Display") and will be displayed until approximately September 2024 (branch display may be subject to change or be removed without notice).
23. Images selected for the Heritage Bank Photographic Awards exhibition will be printed and framed by the Awards Organisers. For the Exhibition, finalist images will be printed within a 12x16 inches parameter. Images are re-printed for the Plaza Branch Display on A3 with a white border. If a higher resolution file is required, the Awards Organisers will contact the entrant directly and the entrant agrees to make all reasonable efforts to supply the required file. Images without a clear landscape or portrait orientation (images with even edges) will be printed by the Award Organisers to the most appropriate orientation.
24. By entering into the competition, each entrant provides Heritage Bank with a non-exclusive, perpetual and irrevocable licence to exhibit at any place a physical or digital version or reproduce in any manner, including but not limited to by newspaper, book, television or internet without fee, any award winning and/or finalist photograph(s) selected in the Awards for the purpose of promoting the Heritage Bank Photographic Awards or Heritage Bank. Heritage will endeavour to credit the photographer wherever appropriate and possible, however Heritage Bank will not be liable for any reason if credit is not given. Where Heritage Bank uses an image in accordance with these Terms and Conditions and crediting the entrant is not appropriate or possible, the entrant consents to the infringement of their moral rights for this limited purpose.
25. Each entrant who wins an Award that contains a purchase price as part of the prize also expressly provides Heritage Bank and its related entities with a non-exclusive, perpetual and irrevocable licence to reproduce in any format any image for promotional, display, archival and catalogue purposes related to the Awards or to the Award Organisers or any of their related entities. This may include but is not limited to, for example, Heritage Bank displaying those images anywhere on the Heritage Bank website, in its branches, or otherwise using the photographs for promotional purposes.
26. In addition to any licenses or rights provided for under clauses 23 and 24, if an image is selected as a winner or finalist photograph, entrants agree to their work being displayed on the Heritage Bank website via an embedded Flickr, or like platform, slideshow. As part of this, the image/s will be uploaded onto the Flickr website and will be viewable under strict privacy & permission settings. Flickr users will be restricted from downloading, sharing, commenting or searching for the image(s) and all EXIF data will be hidden. Flickr users will be able to 'favourite' the image/s.

INDEMNITY

27. Each entrant agrees to indemnify and hold harmless Heritage Bank and each of its related entities in respect of any breach of these terms and conditions by the entrant. By entering into the Awards, each entrant undertakes that they shall not grant any rights to any of the images in any entry to any other party that are inconsistent with these terms and conditions. Each entrant expressly undertakes and agrees that they will indemnify Heritage Bank on a full indemnity basis for any costs, expenses or damages that it may incur, including any legal fees, as a result of any claim or other action arising in respect of its use of any images in accordance with these terms and conditions, including breach of third party intellectual property rights.

GENERAL TERMS

28. All entrants of the Heritage Bank Photographic Awards will be included in the Photographic Awards Mailing List for future email communications regarding the awards.
29. Where an Australian Photography Magazine subscription is included in the prize, the Award Organisers will provide the winning entrant's name, postal address and email address to Australian Photography Magazine (Yaffa Media) to set up the subscription and by entering the competition, each entrant expressly consents to Heritage Bank doing so.
30. Where a Prezzy eGift Card is included in the prize, the Award Organisers will disclose the winning entrant's name and email address to Prezzy Pty Ltd to enable sending of the prize. Winners will need to choose to redeem their eGift Card from a list of retailers available via Prezzy. Terms and Conditions of the applicable retailer will apply to the redeemed eGift Card. The eGift Card is not refundable or redeemable for cash and expired eGift cards cannot be extended or replaced. The eGift will be valid until the end of the expiry date specified on the eGift card. The winner is responsible for redeeming the eGift card before the expiry date. Redemption of the eGift Cards is managed by Prezzy Pty Ltd (ABN 16 602 963 422). For more information and terms go to prezzy.com.au/doc/terms-of-service/
31. The Award Organisers have the right to revoke awards and/or remove images from the exhibition at their sole discretion or as required by authority.
32. All entry details, excluding the images, become the sole property of Heritage Bank. Heritage Bank collects your personal information so that it may process your entry, administer this promotion, and contact you regarding information on products or services that may be of interest to you, including Heritage Bank Photographic Awards updates. Without this information, Heritage Bank cannot process your entry. Heritage Bank will use and handle your personal information as set out in its Privacy Policy, which can be viewed at heritage.com.au/privacy-policy or obtained from a branch. The Privacy Policy set outs how you may access, update or correct your personal information, change your direct marketing preferences or make a privacy complaint. You may contact Heritage Bank via the Privacy Officer, Heritage and People's Choice Limited, PO Box 190, Toowoomba, Queensland, 4350, by calling 13 14 22 or by visiting any branch.
33. These terms and conditions are governed by the laws of Queensland.