



## 2025 Calendar – Photo Competition

## Promoter

1. Sunwater Limited (ACN 131 034 985) of Green Square North, Level 9, 515 St Pauls Terrace, Fortitude Valley Qld 4006 (**Sunwater**) is conducting this competition.

## Eligibility Criteria

2. Entry to this competition is open to people who are:
  - (a) are aged 18 years or older;
  - (b) not currently an employee of Sunwater or one of Sunwater's related entities; and
  - (c) reside in Queensland, Australia as their primary place of residence.
3. Any photograph(s) which are submitted by a person as part of this competition must be:
  - (a) 100% photographic in origin and taken in landscape orientation;
  - (b) the original work of the person who is entering this competition, and not generated or created by artificial intelligence using image-creation software;
  - (c) submitted to Sunwater in a JPG file which retains the original metadata of the photo (including the location of where the image was taken) and be a minimum of 8 megapixels in size (or 300 dots per inch);
  - (d) entirely taken by a mobile phone, digital camera and/or drones (as permitted by law) in designated public access areas around Sunwater owned and/or operated infrastructure;
  - (e) of authentic Sunwater infrastructure and its surrounding natural landscape including but not limited to dams, lakes, weirs, barrages, irrigation channels, pipelines or pumps; and
  - (f) not depicting any:
    - i. nudity
    - ii. illegal activity or dangerous behaviour;
    - iii. watermarks or other branding; or
    - iv. faces of person(s).
4. There is no limit to the number of entries a person may submit. A maximum of three photographs may be submitted with each individual entry form that is submitted.
5. Entries must be submitted via online entry only. To enter this competition, you must fill out the entry form available at [2025 Community Calendar Photography Competition - Sunwater](#). Entrants will be asked for their details, photo location details, a short safety message relating to the photograph, and a high-quality image copy of the photograph(s) which complies with all requirements outlined in clause 3 of these terms and conditions.
6. Entries open at 12:01am on the 3<sup>rd</sup> of July 2024 and close on 11:59pm the 1<sup>st</sup> of September 2024.

## Judging Entries and Prizes

7. Each entry to this competition will be judged by a panel consisting of judges selected by Sunwater in its absolute discretion. The decision of the judging panel is final.

8. Entries will be judged based on the following criteria:
  - (a) creativity;
  - (b) composition and
  - (c) aesthetics.
9. Thirteen winners of this competition will be selected by the judging panel using the criteria contained in clause 8 of these terms and conditions. The winners will receive the following prizes (with the first placed winner receiving the first prize and the other additional twelve winners each individually receiving the second prize):
  - (a) first prize: 1 x \$500 gift voucher issued by a business of their choice as listed in **Schedule 1** of these terms and conditions; and
  - (b) second prize: 1 x \$300 gift voucher issued by a business of their choice as listed in **Schedule 1** of these terms and conditions,(each a **Prize** and collectively the **Prizes**).
10. Each entrant may win up to a maximum of 2 Prizes irrespective of the number of submissions which they make to this competition.
11. This competition is a competition of skill. Chance plays no part in determining the winners.

## General Terms and Conditions

12. By entering this competition, each entrant agrees to be bound by these terms and conditions.
13. Sunwater may in its absolute discretion refuse to award any of the Prizes or disqualify any entrant who fails to comply or is reasonably suspected by Sunwater of having failed to comply with any of these terms and conditions.
14. Any entries received after the closing time will be deemed invalid. Sunwater accepts no responsibility for late, lost, delayed, illegible, corrupted or misdirected entries.
15. By submitting an entry to this competition, the entrant:
  - (a) warrants that they own all intellectual property rights (including copyright) in each photograph(s) and safety messaging submitted for the purposes of this competition;
  - (b) grants Sunwater an irrevocable, unconditional, perpetual, royalty-free, non-exclusive, worldwide, transferable and sublicensable license to use, publish, display, communicate, distribute, print, develop or modify the photograph(s) and safety messaging and the intellectual property rights which are contained in the photograph(s) and safety messaging for any purpose, including without limitation commercial purposes;
  - (c) consents to Sunwater engaging in any actions or omissions which may infringe on the entrant's moral rights as defined in the *Copyright Act 1968* (Cth) in relation to their photograph(s) and safety messaging for the term of the intellectual property licence granted under clause 15(b);

(d) agrees to Sunwater:

- i. retaining or storing the photograph(s) in hard copy or digitally, including but not limited to, deposit of the photograph(s) into Sunwater's multimedia library, and using the photograph(s) for the creation of a physical Sunwater branded calendar and for another other purpose as Sunwater sees fit; and
- ii. tagging them in any posts made by Sunwater on any social media platforms for the purpose of promoting this competition;
- iii. combining photograph(s) submitted by entrants with alternate safety messaging that has been submitted by other entrants, if required, to avoid similarity of featured messaging on the Sunwater branded calendar; and

(e) acknowledges and agrees that they must:

- i. comply with all laws when taking photograph(s) that will be submitted as part of this competition; and
- ii. not create any nuisance to other person(s) when taking the photograph(s).

16. Each entrant agrees for Sunwater to collect, use and store their personal information to communicate with them about Sunwater's products, the Prizes, services and information to them, its customers, for its business operations, to use, copy or reproduce the photograph(s) for any purpose, to market this competition on social media platforms, and to comply with the law. Sunwater's Privacy Policy (which includes Sunwater's Credit Reporting Policy) can be viewed at [www.sunwater.com.au](http://www.sunwater.com.au) and tells entrants how Sunwater usually collects, uses and discloses personal information, credit information and credit eligibility information and how a person can ask for access to it or seek correction of it. Sunwater's Privacy Policy also contains information about how entrants can make a complaint and how Sunwater will deal with such a complaint. By entering this draw the entrant consents to their personal information being collected, used and disclosed by Sunwater in accordance with Sunwater's Privacy Policy.

17. To the extent permitted by law:

- (a) Sunwater's total and maximum liability to the entrant(s) arising as a result of or in connection with this competition is limited to the re-supply or replacement of the Prizes; and
- (b) Sunwater shall not be liable for any loss, damage or injury suffered or sustained by any person (even if caused by negligence) as a result of or in connection to this competition. This includes but is not limited to accepting, possessing, using or misusing the Prizes, including any goods or services received as a consequence of using or misusing the Prizes.

18. Each entrant agrees to indemnify Sunwater on demand against all claims directly or indirectly incurred or suffered by Sunwater in respect of:

- (a) any infringement by the entrant of any intellectual property rights of any other person in respect of any photograph(s) and safety messaging entered into this competition;
- (b) the entrant's failure to comply with law; and
- (c) the use of the photograph(s) and safety messaging by Sunwater.

19. Sunwater does not accept any liability for the Prizes not being used by the prize winners within any prescribed period which may be identified on the Prizes or advised by an issuer of the Prizes.
20. Winners will be selected no later than 1 week after the closing date for entries into this competition.
21. Sunwater will contact each winner by email and/or telephone within 7 days of being selected by the panel of judges. Each winner must within 7 days of being notified as a winner by Sunwater nominate to Sunwater a business listed in **Schedule 1** of these terms and conditions to issue the Prize.
22. Where Sunwater is unable to contact a winner within 7 days of being selected or where a winner does not nominate the business which will issue the Prize in accordance with clause 21, Sunwater will select another winner in place of the winner in accordance with clause 8 above.
23. The Prize is non-transferable. If a business which a winner selects from **Schedule 1** is unable to issue the Prize for reasons beyond Sunwater's control, Sunwater may substitute the Prize with one of equal or greater value procured from an alternate business also identified in **Schedule 1**.
24. The Prize will be delivered by Sunwater to the prize winner no later than 6 weeks after the prize winner has selected their preferred Prize issuer in accordance with clause 21 (or such reasonable longer period where Sunwater is delayed in obtaining the winner's address for delivery due to reasons beyond its control or as otherwise agreed between Sunwater and the prize winner).
25. This competition is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, X (previously known as Twitter) or any other social media platform.
26. These terms and conditions are governed by the laws of Queensland, Australia. The parties to these terms and conditions submit to the non-exclusive jurisdiction of the courts of Queensland.
27. This document may only be amended by Sunwater.

## Schedule 1: List of Businesses for Issuing of Prizes

Location	Business
State-wide (Queensland)	IGA Supermarkets (food and grocery only)
State-wide (Queensland)	Mitre 10 Hardware
Ayr	About Town Bait & Tackle
Ayr	Del Santo's Deli
Ayr	Chill Café
Bargara	Lady Musgrave Experience
Biloela	CQ Outdoors
Biloela	Thai Noy Restaurant
Biloela	Callide Valley 4x4 & Outdoor
Bowen	Tackle World
Bundaberg	Bundaberg Outdoors
Bundaberg	Sabrosa Steakhouse
Bundaberg	Boylands Garden World
Bundaberg North	Oodies Café
Charters Towers	Burnzies Bakehouse
Charters Towers	Gold Mine Chinese Restaurant
Chinchilla	Chinchilla Sports
Chinchilla	Chinchilla Visitor Information Centre
Chinchilla	Keith Crawley's Industrial and Rural supplies
Chinchilla	Chinchilla Creative Co
Emerald	Outpost
Emerald	Plaza Sports
Emerald	Intersport
Emerald	Fair Dinkum Meats, Fair Dinkum Fresh
Gayndah	Gayndah Jewellers
Inglewood	Albert Street Bakery
Mackay	Tackle World
Mackay	True Blue Camping
Mackay	Sorbello's Italian Restaurant
Mackay	Fusion 128
Mackay	The Dispensary
Mackay	Church on Palmer
Mareeba	Coffee Works Mareeba
Mareeba	Tablelands to Tabletop
Mareeba	Emerald Creek Ice Creamery
Mareeba	GBR Tackle & Bait
Maryborough	Life in Bloom Flowers and Gifts
Monto	Duck Inn Store
Murgon	Murgon Outdoor Equipment
Murgon	Robinson's News and Gifts
Rockhampton	Barra Jacks
Rockhampton	Kalka Bait & Tackle
Rockhampton	Pacinos Restaurant
Rockhampton	Riverside Restaurant
Rockhampton	Rockhampton Visitor Information Centre
Rockhampton	A Man's Toyshop
St George	Maranoa Meats

St George	Golders
Townsville	IMC Steak house
Townsville	The Fishing Warehouse
Townsville	Otto's Market
Townsville	Lamberts Fresh Produce
Warwick	Tackle & Tusk
Warwick	Warwick Gardens Galore
Warwick	Steele's Bakery
Wondai	Ryans Butchery