

# Photography Competition Terms and Conditions

Entry into the promotion is deemed acceptance of these Competition Terms and Conditions.

The promoter is The Australasian Institute of Mining and Metallurgy (AusIMM), Ground Floor, 204 Lygon St, Carlton VIC 3053

Failure by the Promoter to enforce any of its rights under these terms and conditions at any stage does not constitute a waiver of those rights.

## Eligibility

1. Entry is open to any person, over 18 years, working within the resources industry, excluding board directors, management, employees (and their immediate families) of the Promoter.
2. The competition is only open to those attending the Underground Operators Conference 2025.
3. The competition is only open to amateur photographers; professional photographers are not permitted to enter.

## Prizes

Two (2) prizes will be awarded:

1. One selected by a conference subcommittee, the “UGOPs Photography Prize”.
2. One selected by the conference delegates, the “People’s Choice” prize.

The Promoter reserves the right, at anytime, to verify the validity of entries and personal details concerning entrants and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.

The promotion commences at 00:01am (AEST) on Monday, 10 June 2024 and closes at 11:59pm (AEST) on Monday, 24 February 2025 (Promotion Period). Only entries that are received in accordance with these Competition Terms and Conditions during the Promotion Period will be eligible for entry.

## Competition Entry

1. To enter, eligible entrants must, during the promotion period, submit their entry using the online form which can be accessed via the Underground Operators Conference website (<https://www.ausimm.com/conferences-and-events/underground-operators/>) and include their details in all mandatory fields (as indicated) on the online form.
2. Images entered must have been photographed by the entrant; entries by third parties are not eligible.
3. Each entrant may only enter up to two (2) photographs. No image can be entered more than once.
4. All submitted images will be displayed as part of the Underground Operators Conference 2025. Ten finalists will be chosen to have their entries printed and mounted for exhibition during the Conference.

5. The two (2) prize winners will be presented with their award and a framed image of their winning entries during the closing ceremony of the Underground Operators Conference 2025.
6. Incomplete, indecipherable, or illegal entries will be deemed invalid and will be rejected.
7. The Promoter reserves the right to disqualify any entry where it reasonably suspects that such materials are prohibited by these terms and conditions, any relevant law, or are otherwise deemed inappropriate. This is at the Promoter's absolute discretion and discussions will not be entered into.
8. Images that are considered unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, racially offensive, contain objectionable content or otherwise inappropriate will be deemed invalid and rejected. The Promoter, in its absolute discretion, reserves the right to notify relevant authorities including law enforcement bodies and provide them with the objectionable image and the entrant's personal information.
9. Photographs must be entered along with the entrant's full name and email address.
10. Entrants must upload their chosen photo via the Underground Operators Conference website (<https://www.ausimm.com/conferences-and-events/underground-operators/>) Photographs not meeting this requirement will not be accepted.
11. The entrant should ensure that all photos are uploaded so that when they are opened there is no need to rotate the photo. Portrait and landscape photos are acceptable.
12. Photos sent through as hard copies to the Promoter will be deemed invalid and rejected.
13. Entry is permitted between 00:01 am (AEST) on Monday, 10 June 2024 and closes at 11:59pm (AEST) on Monday, 24 February 2025.
14. The Promoter is not responsible for any lost, late, or misdirected entries.
15. Entrants are required to retain a copy of any photographs submitted in the highest resolution possible.
16. Each entrant warrants to the Promoter that:
  1. each entry submitted (including the entrants photograph) is an original artistic work of the entrant that does not infringe on the rights of any third party, including but not limited to, copyright, trademarks, trade secrets, privacy, publicity, personal or proprietary rights; and
  2. entrants must ensure they have any necessary releases required, and winning entrants may be requested to provide written evidence of this.
17. Failure to provide such documentation could result in their entry being forfeited. The entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of these warranties.
18. Entries which include a close-up photo of a person, or persons, must include signed permission from the person/s in the photo.
19. As a condition of entering this competition, all entrants grant to the Promoter the right to use their image on websites and in promotional materials, this usage is royalty free. This usage includes but is not limited to any media including banners, calendars, signage, posters, magazines, television, internet, or other digital or print formats.
20. Entrants must seek permission from their employer and/or operator of the site on which the photograph was taken. Entrants should be aware that a breach of this consent requirement will result in the entrant being disqualified.

21. Due regard will be given to the preservation of the artistic integrity of the works. The Promoter will not edit, alter or demean any images in any way. The Promoter does retain the right to crop the image for reproduction processes.

22. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to:

1. disqualify any entrant or
2. to modify, suspend, terminate or cancel the promotion, as appropriate.

23. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion, including but not limited to, where arising out of the following;

1. any technical difficulties or equipment malfunctions (whether or not under the Promoter's control),
2. any theft, unauthorised access or third-party interference,
3. any entry, photograph or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter,
4. any variation in prize value to that stated in these Terms and Conditions;
5. any tax liability incurred by a winner or entrant; or
6. use of a prize.

24. The Promoter collects personal information to conduct the promotion and may, for this purpose disclose such information to third parties, including, but not limited to, prize suppliers as required, Australian regulatory and enforcement authorities. All personal information received will be dealt with in accordance with the [AusIMM Privacy Policy](#).

## Image specifications

Image minimum specifications:

- Sensor Resolution (megapixels) - 12.1
- Typical Image Resolution (pixels) - 4000 x 3000
- Print Resolution - 200 dpi

Printing - maximum specifications the photograph will be printed to:

- Maximum Print Size - 20 x 15 inch
- Maximum Output Size - A3+ sized prints