

Community Battery Photo Competition

TERMS AND CONDITIONS OF ENTRY

General

1. The organiser of the “Community Battery Photo Competition” is the Department for Energy and Mining (DEM), of 11 Waymouth Street Adelaide 5000, ABN 83 768 683 934.
2. Information on prizes and how to enter form part of these Terms and Conditions of Entry.
3. Entry in this competition is deemed acceptance of these Terms and Conditions of Entry by each entrant.
4. The competition entry period ends at **Midnight, Monday 22 April 2024 ACST**.
5. The aim of this competition is to celebrate the Magill and Edwardstown Communities. The photographs entered will help celebrate the two community batteries supporting South Australia’s clean energy transition.

Who is eligible?

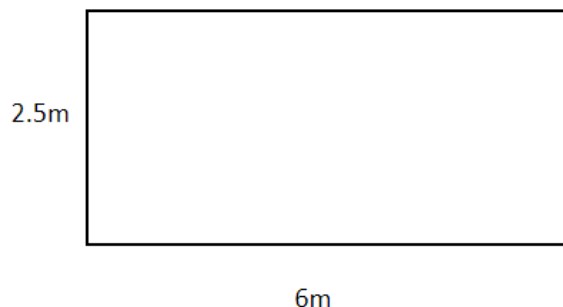
1. Subject to clause 3, anyone who lives, works or studies within the City of Campbelltown may enter Category 1 – Magill Community Battery.
2. Subject to clause 3, anyone who lives, works or studies within the City of Marion may enter Category 2 – Edwardstown Community Battery.
3. Employees of the Government of South Australia and persons involved in any way in the community battery project may not enter the competition nor may any spouse or child of such persons.
4. DEM reserves the right to request proof of identity of all winners. Proof considered suitable for verification is at the discretion of DEM. In the event that a winner cannot provide suitable proof, DEM in its absolute discretion may disqualify the winner.

Entries

1. Entries must be received by DEM during the competition entry period.
2. To enter the competition entrants must complete the entry form on the competition page of the community battery website, at <https://www.energymining.sa.gov.au/consumers/solar-and-batteries/community-batteries> during the competition entry period.
3. Entrants must provide details of their full name, email address, and contact telephone number on the entry form.
4. Entrants must not enter privately owned property to take photos without the owner’s written informed consent (of which the entrant must maintain satisfactory evidence). If the photo will include part of the privately owned property, the consent must make clear that the owner understands the photograph may be displayed in a public place and a copy will be retained by DEM. The entrant must provide such evidence to DEM with their entry. The foregoing does not apply if the photo is solely of parts of the property which can be seen from land to which the public has a general right of access.
5. If photographs of people are being submitted (from which a person may be identified), entrants must have satisfactory evidence of the subject’s written informed consent. The consent must make clear that the subject understands the photograph may be displayed in a public place and a copy will be retained by DEM. The entrant must provide such evidence to DEM with their entry.
6. Entrants must upload image/s that represent to them an empowered community which may include:
 - a. an iconic local landmark

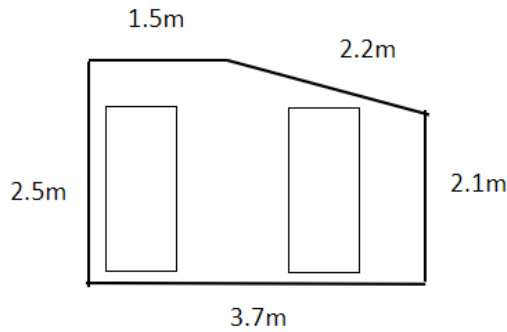
OFFICIAL

- b. a type of landscape (creek, river, hills, park etc)
 - c. native flora or fauna
 - d. a historic person, building or event
7. Entrants must identify whether the image/s represents Magill or Edwardstown.
8. Magill and Edwardstown Community Battery details can be viewed <https://www.energymining.sa.gov.au/consumers/solar-and-batteries/community-batteries>
9. There is a limit of (3) photographic images for each entrant.
10. An entrant may not submit images for both Magill and Edwardstown.
11. Images must be a photograph taken by the entrant or a photograph taken by someone else who has transferred their copyright in the photograph to the entrant. If the entry is a photograph taken by someone else this must be made clear in the entry and the entrant must provide all evidence reasonably requested by DEM to substantiate the entrant holds that copyright and has the rights to grant DEM the licences contemplated by these terms and conditions.
12. Proposed image/s should be supplied in one of the following File formats in order of preference - Adobe Photo Shop, Jpeg, Tiff, Bitmap.
13. Winning images will be:
 - a. Used as the street facing façade of the Magill and Edwardstown community batteries.
 1. Category 1 – Magill Community Battery
 - i. Council area: City of Campbelltown
 - ii. Community Battery Location/ Address:
Tuku Wirra / King George Hall
4A Koongarra Court, Magill, SA 5072
<https://maps.app.goo.gl/8AXzxcyA5SUBrTA9A>
 - iii. Approximate dimensions and measurements of street frontage façade:



- iv. Note that this façade example is not to scale and is for guidance only.
 - v. Winning images for Category 1 – Magill Community Battery will focus on flora, fauna or history of the community.
 2. Category 2 – Edwardstown Community Battery
 - i. Council area: City of Marion
 - ii. Community Battery Location / Address:
Towers Terrace, Edwardstown, SA 5039
Between the Marion City Band and the Rotary Book Exchange Buildings
<https://maps.app.goo.gl/uNTRYqtMjLWPuyDJ8>
 - iii. Approximate dimensions and measurements of street frontage façade:

OFFICIAL



- iv. The rectangles represent concealed/recessed doorways which may impact your image.
 - v. Note that this façade example is not to scale and is for guidance only.
- b. Translated and transposed to a perforated steel image created through circular perforations in the metal panels and sheeting.
1. Similar examples can be found by searching perforated metal sheet artwork images in a web browser.
 2. Picture based perforations is based on a combination of image detail and the size of the final screen canvas.
 3. Entrants acknowledge that the image will be altered and translated to the perforated steel image.
 4. The level of detail in the image and size of the final screen canvas dictates the size and volume of holes used to create it. A smaller screen canvas, generally viewed from close range will typically use smaller holes and more of them to create an image. As the screen canvas area becomes larger, both horizontally and longitudinally (must become larger in both directions), so do the holes and the hole centres. Please keep this in mind as our canvas areas are considered large canvasses.
 5. DEM cannot guarantee that we can reproduce photo realistic images. Any artwork will be an interpretation of the original image.
 6. DEM strongly recommends that the image is black and white as colour does not translate and therefore high contrast photos are desirable.
 7. Only a portion of the image may be used to suit the canvas size.
 8. DEM Project Branding and associated logos may be placed on the community battery facades.
14. Incomplete, indecipherable or illegible images will be deemed invalid. Images that are considered unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually orientated, racially offensive, contain objectionable content or are otherwise inappropriate will be deemed invalid. DEM will inform entrants if their entry is deemed invalid.
15. DEM reserves the right to disqualify an 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 DEM's absolute discretion and discussions will not be entered into. DEM will inform an entrant if an entry is disqualified.
16. DEM reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these Terms and Conditions of Entry, or if the entrant has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. DEM's legal rights to recover damages or other compensation from such an offender are reserved. DEM will inform an entrant if any entry is disqualified.

17.
 - a. The finalists and winners grant DEM a perpetual, irrevocable, royalty free and non-exclusive licence to reproduce, use, adapt, modify, develop and enjoy entries submitted in connection with the promotion of community batteries in South Australia. It is DEM's intention photos will be displayed in connection with the community batteries for at least the life of the battery. The licence may be sub-licensed and transferred to other entities involved in the promotion of community batteries in South Australia. The licence does not permit DEM to sell or otherwise charge persons for the use of the images. Promotional materials which may use entries include, posters, flyers, any other form of printed material and online at the website <https://www.energymining.sa.gov.au/>.
This license includes the right for the finalists work to be transposed onto the street frontage façade of the community battery infrastructure and subsequently photographed to promote the community batteries.
 - b. All entrants grant a perpetual and irrevocable license to DEM to retain a copy of entries for archival and record-keeping purposes. This license may be sub-licensed or transferred by DEM to other South Australian government entities who assume custody of such records.
 - c. DEM will always credit an entrant whenever their work is used by DEM (in such manner as determined by DEM acting reasonably).
 - d. When displaying or reproducing an entry, DEM will (in such manner as determined by DEM acting reasonably) attribute any Indigenous cultural and intellectual property in the entry that has been notified to DEM by the entrant. DEM will not display or use an entry in a context which DEM is aware is considered by an Indigenous community to be degrading or offensive.
18. Entrants confirm that by entering this competition they consent for their name to be published by DEM in connection with this competition and its aims. This permission extends to receiving contact from DEM staff for future promotions, which could include news articles, media events, videos or photographs.
19. All entrants retain copyright of their entry.
20. Entrants confirm that by entering this competition they consent to receiving information and updates from DEM via email or phone.
21. Except as required by law or where another South Australian government authority assumes administration of the competition, the contact details of entrants to this competition will not be shared with other organisations or Government bodies without the entrant's consent.
22. DEM is not responsible for any lost, late or misdirected entries. Incomplete, ineligible or incomprehensible entries will be deemed invalid. Where possible, DEM will notify entrants if their entry is deemed invalid.
23. DEM reserves the right to verify the validity of entries and to disqualify any entrant suspected of tampering with the entry process. DEM will notify entrants if their entry is deemed invalid.
24. Entries will be judged by a panel appointed by DEM.

Prizes

1. The judging panel will determine the entries which constitute the finalists in each category. Subsequently the judging panel will determine the winner.
2. The judging panel, in determining the winner, will consider the quality of the image, its practical useability in promoting community batteries, how it relates to the local community and any information provided by the entrant in their entry form concerning the image.
3. A prize will be awarded to the winner of each category as chosen by the judging panel.
4. There are two Categories:
 - a. Category 1 – Magill Community Battery
 - b. Category 2 – Edwardstown Community Battery

OFFICIAL

5. A certificate and prize money of \$500 will be awarded to the winner of each category as chosen by the judging panel.
6. The judges' decision will be final and no correspondence will be entered into.
7. The winners will be notified by phone and email and their name will be published on DEM's social media channels and Web page.
8. DEM will take all reasonable steps to notify the winners.
9. If a winner cannot be reached by Monday 29 April 2024, the runner-up in their category will be awarded the prize.
10. The prize remains the property of DEM until claimed by the prize winner.
11. Prize money will only be paid to the entrant who won the relevant category and not to any nominee.
12. DEM accepts no liability for the certificates being lost or damaged in transit.

Final Conditions

1. If any act, omission, event or circumstance occurs which is beyond the reasonable control of DEM and which prevents DEM from complying with these terms and conditions, DEM will not be liable for any failure to perform or delay in performing its obligations and reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend the competition.
2. DEM is not responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this competition, if the deficiency is occasioned by any cause outside the reasonable control of DEM.
3. DEM, its employees and agents will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect or consequential loss) suffered or sustained in connection with this competition, the promotion of the competition or the use of any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
4. DEM collects personal information about entrants for the purpose of running this competition. Entrants consent to DEM using personal information provided in connection with this competition for the purposes of conducting the competition and awarding any prizes, and for market research purposes.
5. Each entrant agrees that DEM may publish or cause to be published the winner's name and locality in any media as required under the relevant lottery legislation.