

Capture the Bloom – Terms and Conditions

Cumberland City Council (**Council**) is promoting the **Sydney Cherry Blossom Festival Photography Competition “Capture the Bloom” (Competition)** and encourages and invites Australian residents and permanent citizens aged 18 years or over (**Entrant**) to submit photographs that capture the beauty, culture, atmosphere and experiences of the Sydney Cherry Blossom Festival.

By participating in this Competition, Entrants agree to these Terms & Conditions (**T&Cs**) of entry.

Each Entrant acknowledges, consents to, and agrees that any photographs submitted by them to the Competition may be used by the Council in its absolute discretion and for promotional purposes, including but not limited to promotion of the Sydney Cherry Blossom Festival (**Promotional Use**) and other Council activities through the internet, print media, social media, electronic or video media, publications, calendars, websites, catalogues and other promotional or commercial purposes.

Each Entrant acknowledges and agrees that by participating in this Competition, they have:

- Complied with all applicable laws related to photography.
- Obtained appropriate written or verbal consent from:
 - any identifiable person featured in the photographs (where required); and/or
 - the parent or legal guardian of any person aged under 18 years featured in the photographs.

*Note: Where a photograph includes an identifiable person under the age of 18 years, the Entrant must have obtained the consent of that person's parent or legal guardian prior to submission and must provide evidence of such consent if requested by Council.

- Has not infringed the Intellectual Property Rights (including, Moral Rights) (**IP Rights**) of any third party.
- Respected the rights of individuals and communities and have not sought to portray any person or group in a negative light or place any individual or group at risk of harm, reprisal, violence or rejection.
- Not misrepresented the situation, context or location of the photograph.
- Agreed to indemnify Council against any claims arising from the Promotional Use or other use of the photographs by the Council.

- Agreed that all photographs submitted may be used by the Council for any Promotional Use or other purpose associated with the Competition, including the promotion of other Council programs, events and initiatives.
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How to Enter

To enter the Competition, Entrants must follow the steps below:

1. Complete the online entry form and upload the photograph. Note that Entrants may submit multiple photographs however each photograph must be submitted as a separate entry.
2. Provide full name and contact details to enable Council to contact the Entrant if its photograph is selected for judging or is the winning entry.
3. Include the location where the photograph was taken. Entrants may also choose to include a short description of the photograph however the description does not form part of the judging criteria.
4. Ensure the photograph meets the specifications listed below before submission.
5. Entries must be submitted before **11:59pm Sunday 30 August 2026** to be considered. **Closing date extended to 11:59pm Monday 31 August 2026.**

Only photographs taken at, or in connection with, the Sydney Cherry Blossom Festival are eligible.

Who Can Enter?

- All Australian residents and permanent citizens aged 18 years and over.
 - You do not need to be a professional photographer. Amateur photographers are welcome.
 - Entry is free.
 - Council staff are eligible to enter however, they are not eligible to receive prizes unless otherwise determined by Council.
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Prizes

First Prize

- One (1) wildlife experience for one (1) family* at Council's wildlife facility, including:
 - a supervised wildlife interaction (touch only) with a sugar glider and python; and

- the opportunity to bottle-feed and/or hand-feed joeys.

*Note: one (1) family means two (2) adults and two (2) children (aged under 16)

- The wildlife experience is subject to animal welfare requirements, animal availability, venue operating conditions and any safety directions provided by Council staff on the day.

Second Prize

- One (1) x 12-month Blue Membership, valued at **\$547.00**, providing access to either, Granville Swim Centre **or** Wentworthville Memorial Swim Centre.

Third Prize

- One (1) golf package for four (4) players at Rosnay Golf Course, including:
 - One (1) round of golf (18 holes) for four (4) players;
 - two (2) electric golf carts; and
 - one (1) box of golf balls.

Council reserves the right to substitute prizes of equal value if required.

Competition Dates

Competition Opens: Saturday 22 August 2026

Competition Closes: 11:59pm Sunday 30 August 2026. **Closing date extended to 11:59pm Monday 31 August 2026.**

Photograph Specifications

- All photographs must be taken using a camera (including mobile phone cameras).
- Entries must not use or include any synthetic or artificially generated photographs or elements, including generative fill or similar technologies in post-production.
- Entries must not have been created or developed, in whole or in part, using generative artificial intelligence tools.
- Editing is permitted provided it maintains the integrity of the original photograph's content and context.
- Photographs may be submitted in either portrait or landscape orientation unless otherwise specified by Council.
- Photographs should be of sufficiently high quality and well exposed, sharp and clear, with appropriate contrast suitable for reproduction and Promotional Use.

- If selected as a finalist, Entrants may be required to provide a higher-resolution version of their photograph.
 - Finalist photographs may be reproduced across a range of Council publications, digital platforms, promotional materials and festival collateral.
 - Digital files should be supplied in RGB format at a minimum resolution of 72 DPI and, where possible, at a minimum size of approximately 4000 x 3000 pixels.
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Announcement of Winners

Winners will be announced on **Monday, 7 September 2026**.

Successful Entrants will be contacted directly using the details provided in their submission.

Judging

Photographs submitted will be assessed by a judging panel appointed by the Council.

Judging will be based on criteria including, but not limited to:

- Creativity and originality.
- Technical quality.
- Visual impact.
- Relevance to the Sydney Cherry Blossom Festival.
- Overall artistic merit.

The judges' decision is final, and no correspondence will be entered into regarding the Competition results.

Intellectual Property

By entering this Competition, Entrants:

- warrant that their submission is their original work and does not infringe the IP Rights of any third party;
- retain copyright ownership of their photographs however, by entering the competition, grant the Council a non-exclusive, royalty-free, perpetual licence to reproduce, publish, display and use the photographs for the Promotional Use, educational, community and commercial purposes related to Council activities and the Sydney Cherry Blossom Festival; and

- acknowledge that they will not receive any fee, royalty, compensation or other payment for the Promotional Use or any other use of their photographs, name or associated materials by Council.

Participation in this Competition and acceptance of these Intellectual Property provisions form part of the conditions of entry.

General Conditions

- Personal information collected through competition entries will be handled in accordance with Council's Privacy Management Plan and the *Privacy and Personal Information Protection Act 1998* (NSW). Information collected will be used for the administration of the competition, contacting Entrants and promotion of the Competition and other Council activities.
- Entrants acknowledge and agree that Council may crop, resize, edit, adapt, reproduce, reformat or otherwise modify submitted photographs for publication, promotional, marketing, exhibition, digital, social media, print or other Council purposes, provided the integrity of the photograph is not materially misrepresented.
- Entrants may be required to provide proof that they took the photograph, including but not limited to original photograph files, metadata, RAW files or other evidence reasonably requested by Council to verify authorship and ownership.
- Council reserves the right to disqualify any entry where ownership, authorship, consent requirements or eligibility cannot be verified to Council's satisfaction.
- Entrants consent to Council publishing, displaying or otherwise using their name, suburb and/or photograph details in connection with the competition and in promotional materials relating to the Sydney Cherry Blossom Festival or other Council activities without further notice.
- Entrants may withdraw their entry in writing at any time prior to the Competition closing date.
- Following the close of the Competition, Council may continue to use submitted photographs in accordance with the licence granted under the Intellectual Property provisions set out in these T&Cs, unless otherwise required by law.
- Council's decisions regarding eligibility, judging, prizes, interpretation of these T&Cs and the resolution of any dispute relating to the Competition are final and binding, and no correspondence will be entered into.
- Where the Competition is promoted through or entries are shared on Instagram, Facebook or other social media platforms, the competition is in no way sponsored, endorsed, administered by, or associated with those platforms.

Council accepts no responsibility for any technical malfunction, interruption, delay, loss of data or other issues arising from the use of social media platforms or third-party services.

- Council reserves the right to disqualify any entry that does not comply with these T&Cs.
- Council reserves the right to amend, suspend or cancel the Competition at any time if circumstances beyond its control make it necessary to do so.
- Prizes are not transferable, exchangeable or redeemable for cash.
- Any costs associated with redeeming or using a prize that are not expressly stated are the responsibility of the winner.
- Council reserves the right to substitute a prize with another prize of equal or greater value if a prize becomes unavailable for any reason.
- Winners must comply with any conditions of use imposed by the relevant prize provider, venue or Council.
- If a winner is unable to accept or redeem a prize, Council reserves the right to award the prize to another eligible Entrant.
- Entry into the Competition constitutes acceptance of these T&Cs.