

# Dunedin City Council The Living Lens: Botanical Views Photo Competition

## Terms and Conditions

1. **The Living Lens: Botanical Views Photo Competition (Competition)** is run by Dunedin City Council of 50 The Octagon, Dunedin Central (**DCC**) and supported by the Friends of the Botanic Garden. The Competition will be governed by these Terms and Conditions and by entering this Competition, you (**you, your or Entrant**) are deemed to have accepted these Terms and Conditions.
2. (i) The Competition is open to ***all residents of Dunedin City, including those under 18 years of age***, with the exception of:
  - a. employees and owners of suppliers involved in this campaign and their immediate family members;
  - b. anyone who works for the DCC or any one of the DCC's council-controlled organisations and their immediate family members.(ii) Entrants under 18 years of age may participate in this Competition only with the consent of a parent or legal guardian. By submitting an entry, the parent or legal guardian of an entrant under 18 warrants that they have provided their consent to the entrant's participation in competition and agree to be bound by these terms and conditions.
3. The Competition commences at **9am on Monday 18<sup>th</sup> May** and ends at 11:59pm on **Sunday 14<sup>th</sup> June 2026 (Competition Period)**. Entries outside of the Competition Period will not be eligible to win.
4. There are two digital photography categories you can enter - **Flora** (plants) and **Fauna** (people, animals, and insects). Entry is open to three age categories: Junior (10 years and under), Youth (11 – 17 years old), Adult (18 years and older).
5. You may ***submit only one entry per category***.
6. Entries must be high resolution so they are able to be printed for public display i.e. 1-2 megabytes or greater.
7. To enter the Competition, each Entrant must:
  - a. Take a Flora and/or Fauna related digital photo within the Dunedin Botanic Garden during the Competition Period.

- b. Submit your photo by completing the online entry form at [dunedinbotanicgarden.co.nz](http://dunedinbotanicgarden.co.nz) during the Competition Period (each, an **Entry**).
8. You are responsible for ensuring that any information provided as part of an Entry is complete and correct. Incomplete, incorrect, indecipherable, illegible or late entries will be invalid. Entries that promote violence, threats and illegal acts or contain pornography, obscene, hate or racist material are inappropriate and will be deemed to be invalid. Entrants that infringe any intellectual property rights or other rights of any person, corporation or entity, will be considered ineligible and will be deemed to be invalid. Entries that are considered as unsolicited electronic commercial messages including overly repetitive messages, or repeatedly raises issues that have previously been addressed or non-consensual advertisement are inappropriate and will be deemed to be invalid.
9. Entries that are, in the DCC's reasonable opinion, created or enhanced by artificial intelligence (AI) are not permitted and will be deemed invalid.
10. Entries which are submitted by or through dishonest means, fraud or other illegal activity, or entries not complying with these terms and conditions, are invalid.
11. By submitting an Entry, you warrant that you have obtained permissions of all persons (or if relevant, from their parent or legal guardian) appearing in the photograph forming part of the Entry. You must be the person who captured and submitted the photograph as part of any Entry.
12. An Entry and any copyright subsisting in an Entry irrevocably becomes, at the time of Entry, the property of DCC.
13. DCC reserves the right, at any time, to verify the validity of Entries and entrants (including an entrant's identity, age and place of residence) 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. Failure by DCC to enforce any of its rights at any stage does not constitute a waiver of those rights.

14. At the end of the Competition Period, DCC will, at its sole discretion, select seven Entries from all the valid Entries received during the Competition Period. (the **Winning Entries**).
15. DCC will use reasonable endeavours to contact each winner by phone or email (using the contact details supplied in the Winning Entry) within two days from the prize draw.
16. If any winner does not wish to accept the prize or if the DCC cannot contact any winner within seven days of the end of the Competition Period, the relevant winner will be deemed to have forfeited the prize and a new winner will be redrawn by the DCC.
17. The winners will be announced on the Dunedin Botanic Garden website and Dunedin Botanic Garden Facebook page on 1 July 2026.
18. The winning entries will be displayed in the Botanic Garden Information Centre from 20 July 2026 to 31 August 2026.
19. The DCC's decisions on all matters relating to this Competition are final and no correspondence will be entered into. There are seven prizes for the Competition covering Flora and Fauna categories and their age group winners plus one Staff Pick winner. Prizes must be collected from the Dunedin Botanic Garden Information Centre by 1 September 2026 or the prize becomes forfeit. The prizes are:

A \$150 JB Hi-Fi gift card for the winner of the Adult 'Flora' category

A \$150 JB Hi-Fi gift card for the winner of the Adult 'Fauna' category

A \$100 JB Hi-Fi gift card for the winner of the Youth 'Flora' category

A \$100 JB Hi-Fi gift card for the winner of the Youth 'Fauna' category

A \$50 JB Hi-Fi gift card for the winner of the Junior 'Flora' category

A \$50 JB Hi-Fi gift card for the winner of the Junior 'Fauna' category

A \$50 gift voucher redeemable at the Friends of Dunedin Botanic Garden Plant Stall for the winner of the Staff Pick.

20. If an entrant under 18 is selected as a winner, the DCC may require written confirmation of parental or legal guardian consent prior to awarding the prize,

and the prize may be awarded to the parent or legal guardian on behalf of the winner.

21. The prize cannot be transferred, exchanged, or redeemed for cash. Any attempts made by the winner to sell or transfer the prize may result in cancellation by the DCC.
22. The prize must be redeemed by the voucher expiry date. Any unused allocation will be deemed to be forfeited.
23. DCC will use reasonable endeavours to provide the prize set out in these Terms and Conditions. If the prize is unavailable for whatever reason, the DCC reserves the right to substitute the prize with a prize of an equivalent or greater value.
24. Any expenses incurred in relation to accepting or using the prize is the responsibility of the winner.
25. By entering the Competition, you agree to DCC using your personal information supplied to contact you if you are the prize winner. If you are the prize winner, you agree to participate in publicity organised by DCC and you also agree to the use of your images for publicity and promotional purposes for two years in any media, without compensation. This includes, but is not limited to, social media and event websites and media releases.
26. The DCC reserves the right to exclude any person from participating in the Competition on reasonable grounds.
27. The DCC, in its sole and absolute discretion, reserves the right to vary any of these terms and conditions at any time.
28. Failure by the DCC to enforce any of its rights at any stage does not constitute a waiver of those rights.
29. The DCC takes no responsibility for lost, damaged, misdirected, late, illegible or incomplete registrations or entries, incorrect or inaccurate transcription of entry information, or for any human error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures, failures of computer equipment or software, inability to access telecommunications network services, corruption of any format holding an entry, failure of the winner to collect the prize or any other error or malfunction.
30. To the maximum extent permitted by law, the DCC, its employees and agents will not be liable for any loss, damage or injury of any nature incurred or

suffered by any person (including but not limited to indirect or consequential loss or loss arising from negligence) arising directly or indirectly out of or in connection with this Competition or the prize.

31. By entering this Competition you acknowledge this Competition is in no way sponsored, endorsed, administered or otherwise associated with any social media platform (including Facebook and Instagram).
32. You understand that you are providing your information to DCC and the information you provide will be collected, stored and used only for the purpose of this Competition; and as otherwise set out in (and in accordance with) DCC's Privacy Policy (<https://www.dunedin.govt.nz/about-this-site/privacy/>) and these Terms and Conditions.
33. The DCC, in its sole and absolute discretion, reserves the right to cancel, suspend, terminate, modify or reschedule the Competition or any part of the Competition. Any such termination or modification will be notified on the DCC website.
34. In the event that any part of these Terms and Conditions becomes void, invalid or unenforceable at any time, that will not affect the validity of the rest of the Terms and Conditions.
35. These Terms and Conditions shall be governed by the laws of New Zealand and each Entrant agrees to submit to the exclusive jurisdiction of the courts of New Zealand.
36. If you have any questions in relation to this competition, please contact DCC Marketing Team, [marketing@dcc.govt.nz](mailto:marketing@dcc.govt.nz)