<u>Infinite Barrel Works Photographer EOI 2024-2025</u>

("EOI")

- 1. The organiser of this EOI is Bright Brewery Pty Ltd, 121 Great Alpine Road, Bright, Vic, 3741.
- 2. Entry must be entered in accordance with these Terms and Conditions. By submitting an entry to this EOI, you agree to be bound by these Terms and Conditions. Bright Brewery may in its discretion refuse to accept a submission by any entrant who fails to comply with these Terms and Conditions. All relevant instructions on the Bright Brewery website (if any) form part of these Terms and Conditions
- 3. Submission to this EOI is open to Eligible Entrants who submit online during the period that the EOI is open for submissions.
- 4. Entrants may enter more than once but may only enter a maximum of three images per entry.
- 5. Any entries determined by Bright Brewery to be duplicates, not genuine, not owned by the submitting photographer, or as a result of AI generation or computer-generation will be deemed ineligible.
- 6. Entry is only open to "Eligible Entrants". An Eligible Entrant is an individual who is an Australian resident at time of entry, is over 18 years of age, has a valid email address, photographed their own submission, and owns the copyright to their submitted image.
- 7. Eligible Entrants must be over 18 years old.
- 8. Entries will be deemed made by the person named in the entry and, if there is a dispute, the authorized holder of the e-mail address submitted at the time of entry and such individual must comply with these Terms and Conditions. The authorized account holder is the natural person who is assigned to the e-mail address by the Internet access provider or the domain associated with the submitted e-mail address.
- 9. Images must be submitted to the EOI in low-resolution and either in .jpg or .png file types.
- 10. By submitting images through the EOI, the Photographer agrees to:
- I. Allow Bright Brewery permission to reproduce/print the selected image on a beer can which will be sold throughout Australia and overseas.
- II. Provide Bright Brewery with a print-quality, high-resolution image suitable for printing, if selected.
- III. Work with Bright Brewery and its graphic design team to reproduce/print the selected image on a beer can at the best possible quality.
- IV. Allow Bright Brewery to use the image for promotional purposes including print and digital applications.
 - 11. For all images selected for publication/reproduction, Bright Brewery will pay the Photographer

- a set sum of \$500. This payment does not imply or require a transfer of ownership or copyright of the photo, but it does allow use by the Promoter as stipulated in point 10, above.
- 12. Bright Brewery guarantees that images submitted through the EOI will not be used for any purpose prior to a signed agreement with the selected
- 13. Photos will be selected for publication/reproduction on an as-needed basis, determined by the release of future Infinite Barrel Works beers.
- 14. Only photographers whose images are selected for publication/reproduction will be contacted by Bright Brewery.
- 15. By submitting an EOI, you specifically grant Bright Brewery the non-exclusive right to communicate your entry and all other materials provided by you in whole or in part (your "Work") to the public throughout the world on any media platform, if your image is selected by Bright Brewery for publication.
- 16. If there is any event that prevents or hinders Bright Brewery's conduct of the EOI or their ability to deliver the reproduction of future Infinite Barrel Works beers, Bright Brewery may, in its discretion, cancel the EOI and recommence it at another time under the same conditions or select another winner.
- 17. To the full extent permitted by the law, Bright Brewery will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or consequential) to persons or property as a result of any person entering into this EOI or accepting or using any prize.
- 18. You warrant that: i) all details provided with your entry are true and accurate; ii) you have all necessary rights and licenses to grant the rights set out in these Terms and Conditions; iii) the exercise of the rights granted to the Promoter in these Terms and Conditions will not infringe the rights of any third parties.