

## **Conditions of Entry: Photo Competitions**

**Method of entry** – Entries are by email submission of photograph to **robyn.courtney@apn.com.au**

Submission of an entry will be deemed acceptance of these terms and conditions.

Photos should be between 3MB and 8MB in size and in jpeg format. Files sizes in excess of 8MB may be rejected by APN.

Entrants must include a brief description of the photo, entrant's full name, full address and daytime contact phone number. Failure to provide all requested personal information may result in the entry being invalid.

All entries must be received by the closing time and date of **5pm June 22**.

Limit of one photo per entrant. If entrants submit more than one photo, only the first photo submitted will be considered for the competition.

**Eligibility** - Entry is open to Australian residents only and strictly excludes professional photographers. Professional photographers are deemed to be any person who within the previous 12 months has received payment from the sale of their photographs or photographic services. The following persons also are ineligible to enter:

- employees of, or contractors to, APN;
- the spouse, de facto spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), of such employees and contractors (whether or not they live in the same household); and
- entrants who have used or attempted to use any more than one name in order to qualify to win any contest run by APN except in the case of a legal change of name.

Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian may be required by APN to enter into a further agreement as evidence of consent to the minor entering this promotion.

**Ineligible winner:** All entrants acknowledge that even if APN only learns of a person's ineligibility after APN has appeared to award the prize to the ineligible person, it may require the return of part or all of the prize or payment of its value to APN to be dealt with as an unclaimed prize.

### **Winner selection and notification**

The entrant whose photo is judged by APN's representative to be the best, most original and creative will win the first prize. The judge's decision is final and no correspondence will be entered into.

The winner will be advised by email. The winner's name will be announced and the selected photo published in the Newspapers in Education page on the week commencing July 16.

### **Copyright**

By submitting photos to APN, you grant APN a worldwide, royalty-free, non-exclusive and fully sub-licensable license(s), to use, reproduce, distribute, publish, display, edit, modify, create derivative works and otherwise use the photo (in whole or in part) in any form in any APN media. You permit APN to show your name with your photo unless you specifically request otherwise. You recognise that your name may not be shown at all times and you waive your moral rights in relation to any failure by APN to show your name with your photo. Your contact details will not be displayed but must be provided in case APN needs to contact you.

**Warranties** – By entering this competition, you warrant that:

- a) you are the sole author or owner of the photo that you are submitting;
- b) you have the right to grant the license(s) set out above;
- c) you obtained your photo in a manner which does not breach any laws or the rights of any person;
- d) your photo has not been digitally altered in any way to impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- e) your photo, the provision of your photo to APN and the use by APN of your photo, in each case as contemplated in these terms and conditions, does not breach any law (including laws relating to privacy, intellectual property and defamation) or the rights of any person;
- f) you have the consent of any person who is identifiable in your photo to submit the photo to APN for publication;
- g) your email and photo, at the time you send them to APN, contain no virus or other code or material embedded in it which will have a negative impact on APN's services or infrastructure;
- h) your photo is not being provided for a commercial purpose (including that you are not soliciting funds or promoting particular goods or services); and
- i) your photo has not been published elsewhere nor has it won a prize in any other photographic competition.

**Indemnity** – To the extent permitted by law, APN excludes all liability to you in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in respect of your supply of your photo to APN, or the subsequent use of your photo within any goods or services supplied by APN. On providing your photo to APN, you indemnify APN and its officers, employees and agents against any damage or loss made against or suffered by any of those indemnified arising, in whole or in part, as a result of:

- (a) the publication by APN, or a person permitted by APN, of your photo; or
- (b) a breach by you of these Terms and Conditions.

#### **Prize details**

APN takes no responsibility for any variation in item values. Any taxes which may be payable as a consequence of a winner receiving the prize are the sole responsibility of that winner. Prizes are non-transferable and may not be redeemed for cash, credit or service. If the specified prize becomes unavailable for any reason, APN may substitute a prize of similar nature and/or like or greater value.

**Suspension or Modification:** If for any reason the competition is not capable of running as planned including (but not limited to) technical failures, unauthorised intervention, fraud or any other causes beyond APN's control which corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition, APN is entitled in its sole discretion to cancel, terminate, modify or suspend the competition.

**Misconduct by entrants:** APN reserves the right to disqualify any entrant who APN has reason to believe has breached any of these conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. APN reserves its legal rights to recover damages or other compensation from such an offender.

**Promoter's limitation of liability:** APN is not responsible for the loss of prizes due to incorrect or imprecise delivery details provided by a winner. APN also takes no responsibility for prizes lost or stolen after they have been released for delivery via postage or courier. APN makes no representations or warranties as to the quality/suitability/merchantability of any of the goods/services offered as prizes. To the extent permitted by law, APN is not liable for any loss suffered or sustained to any personal and including, but not limited to consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by APN, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to the prize winner(s) and, where applicable, to any persons accompanying the winners.

**Entries and privacy:** All entries become and remain the property of APN (subject to the terms contained in these Conditions and APN's Privacy Policy) and will be used only for the purposes of conducting and promoting the competition (including but not limited to determining and notifying the winner). APN may contact entrants to let them know about goods, services or promotions that may be of interest to them. Under the Privacy Act the names and addresses of all entrants in this competition will not be shared or distributed to other parties unless specified.

**APN:** APN Newspapers Pty Ltd trading as APN Australian Regional Media and its related companies.

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