Share Your Graduation Photos Competition Terms and Conditions

The Share Your Graduation Photos Competition (Promotion) is being run by the University of South Australia (Promoter), GPO Box 2471 Adelaide, South Australia 5001. Contact details: Sheila Bailey Development Coordinator (Alumni), Advancement Services Office, Telephone +61 8 8302 0975, Email sheila.bailey@unisa.edu.au. The total prize pool of this competition does not exceed $5000.

ENTRY

1. Eligibility

1.1 Entries open at 9 am Adelaide time on Monday 18 March 2013 and close at 9 am Adelaide time on Monday 25 March 2013 (Entry Period). Entries received after the Entry Period will not be accepted. Incomplete entries received during the Entry Period will not be accepted.

1.2 Entry is open to persons who were students of the Promoter and graduated between 1 January 2013 and the end of the Entry Period (2013 UniSA Graduation) and who:

(a) who took or had taken (other than by a professional photographer for a fee) one or more photos of their 2013 UniSA Graduation (Photos); and

(b) who were at least 18 years of age at the time of taking the Photos;

(c) whose primary place of residence at the time of the Promotion is South Australia.

(Eligible Entrants).

1.3 An entry will only be eligible for the Promotion where it complies with these terms and conditions in every respect (Eligible Entry).

1.4 Eligible Entrants may enter the Promotion as many times as they wish.

1.5 No responsibility is taken by the Promoter for late, lost, incomplete, illegible or misdirected entries.

2. Method

2.1 To enter, Eligible Entrants must within the Entry Period:

(a) update their contact details at www.unisa.edu.au/Business-community/Alumni-network/Stay-connected/; and

(a) upload a Photo onto one of the following mediums:

(i) the Promoter’s Twitter at https://twitter.com/universitysa using hash tag #unisagrads;

(ii) Instagram using hash tag #unisagrads; or

(iii) the Promoter’s Facebook page at www.facebook.com/UniSA

(Uploaded Photo).
2.2 Each Uploaded Photo will constitute one entry (irrespective of the number of methods it is uploaded under paragraph 2.1(b)).

2.3 By submitting an Eligible Entry to the Promotion:

(a) the Eligible Entrant grants the Promoter an irrevocable, exclusive, worldwide, royalty free licence for the Promoter to use the Photo for its business purposes, including without limitation, to display the Photo on the Promoter’s website at www.unisa.edu.au, and to use the Photo for educational, marketing, promotional and publicity purposes; and

(b) the Eligible Entrant agrees that in relation to any moral rights (as defined by the Copyright Act 1968 (Cth)) that the Eligible Entrant or the person who took the Photo holds in the Photo (Moral Rights), the Eligible Entrant and/or that person irrevocably and voluntarily consents to any of the following acts or omissions on the part of the Promoter, namely:

(i) using, reproducing, adapting or exploiting all or any part of the Photo, with or without attribution of authorship or falsely attributing authorship;

(ii) using the Photo in a different context to that originally envisaged;

(iii) altering the Photo by adding to, removing elements from, or rearranging elements of, the Photo; and

(iv) making any modification, variation or amendment of any nature whatsoever to the Photo, whether or not it results in a material distortion, destruction or mutilation of the Photo or is prejudicial to my honour or the reputation.

(c) the Eligible Entrant warrants that:

(i) the Photo submitted was devised and taken by or for the Eligible Entrant, is the Eligible Entrant’s original work and the Eligible Entrant owns all intellectual property rights in the Photo (including, without limitation, all copyright) or otherwise has the authority to grant the licence under paragraph 2.3(a);

(ii) use of the Photo as contemplated under these terms and conditions will not infringe the intellectual property rights of any third party (including, without limitation, any third party trade marks); and

(iii) the Eligible Entrant complied with all relevant laws in relation to the taking of the Photo and entering this Promotion.

2.4 An entry will not be an Eligible Entry if the Photo does not or may not reflect positively on the Promoter or may damage the reputation or goodwill of the Promoter’s name or logo, as determined by the Promoter at its sole discretion.

2.5 The Eligible Entrant warrants that it and any third party who took the photo obtained all consents and permissions (including all talent releases for any person included in the Photo) necessary to allow the Promoter to deal with the Eligible Entry and the Photo in accordance with these terms and conditions without breaching any person’s rights.
3. **Winning Eligible Entry**

3.1 The winner of the Promotion will be randomly drawn at and by staff of the Advancement Services Office at the University of South Australia, Level 2, 101 Currie Street, Adelaide SA 5000 on Tuesday 26th March 2013 at 2:00pm Adelaide time. The judge's decision is final including as to rejection of any entries that the Promoter deems are not Eligible Entries.

4. **Prize winner, announcement, prize description and prize collection**

4.1 The winner of the Promotion will be notified by email on Wednesday 27 March 2013.

4.2 The winner will be awarded an Apple iPad Mini valued at $369.

4.3 The Promoter reserves the right to substitute this prize (or part thereof), with a similar prize (or part thereof) if necessary. Prizes are not transferable by the prize winner, and are not redeemable for cash or otherwise substitutable.

4.4 The winner must collect the prize from the Promoter between Wednesday 27 March 2013 and Friday 26 April 2013 by attending the Advancement Services Office at the University of South Australia, Level 2, 101 Currie Street, Adelaide SA 5000 at any time between 9:00am and 5:00pm on a week day (that is not a public holiday in South Australia).

4.5 If the winner does not collect their prize during the period specified in paragraph 4.4, then the winner will be deemed to have forfeited any right to the prize, and the Promoter may dispose of the prize.

4.6 The name of the winner will be published in the April edition of the Alumni Update e-newsletter and will be displayed in the Advancement Services Office at the University of South Australia, Level 2, 101 Currie Street, Adelaide SA 5000 for seven days from Wednesday 27 March 2013. The winner will also be listed on the Promoter's website at www.unisa.edu.au/alumni by Friday 29 March.

5. **Personal Information**

5.1 The personal information of the Eligible Entrant will be handled in accordance with the Promoter's privacy policy located at www.unisa.edu.au/About-UniSA/Governance-and-management-structure/privacy.

5.2 The Promoter may provide the Eligible Entrant with marketing, promotional and advertising information from time to time, where the Eligible Entrant has indicated their preference to receive further information on the entry form.

6. **General**

6.1 In the case of intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion on the dates and in the manner described in these terms and conditions or otherwise, including but not limited to vandalism, power failures, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel, terminate, modify or suspend the Promotion and/or recommence it from the start.

6.2 Eligible Entrants agree to indemnify and hold harmless the Promoter and each of its agents, instrumentalities, officers and employees and to keep them indemnified, against all loss, actions, proceedings, costs, expenses (including legal fees on a solicitor and own client
basis), claims and damages arising from their involvement in the Promotion, any breach by the Eligible Entrant of these terms and conditions and any award, acceptance or use of any component of a prize.

6.3 To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law are excluded from the Promotion and these terms and conditions. If any supply under these terms and conditions is a supply of goods or services to a consumer within the meaning of the *Australian Consumer Law*, nothing contained in these terms and conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the *Australian Consumer Law*, provided that, to the extent that the *Australian Consumer Law* permits the University to limit its liability, then the University’s liability shall be limited to:

(a) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and

(b) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

6.4 The conduct of the Promotion and these terms and conditions are governed by the laws of South Australia. By submitting an entry, the entrant submits to the exclusive jurisdiction of the courts of South Australia.