UniSA WOMADelaide Photo Competition Terms and Conditions

The UniSA WOMADelaide Photo Competition (Promotion) is being run by the University of South Australia (ABN 37 191 313 308) (Promoter) of Level 1, 101 Currie Street, Adelaide, Contact details: Amy Tran, Telephone 08 8302 0641 Email amy.tran@unisa.edu.au. The total prize pool of this competition does not exceed $5000.

By entering the Promotion, you agree to, and represent that:

A. you have read and understood these terms and conditions; and
B. if you are under 18 years of age, your parent or guardian has read these terms and conditions and has provided their approval for you to participate in the Promotion and to provide the personal information contained in your entry.

ENTRY

1. Eligibility

A. Entry is open to individuals who are:
   (i) residents of South Australia;
   (ii) current students of the Promoter; and
   (iii) employees of the Promoter or a company associated with the Promotion,
   (iv) Alumni of the Promoter.

   (individuals who satisfy all of the abovementioned criteria being Eligible Entrants).

B. Entries open at 4pm Adelaide time on Friday 6 March 2015 and close at 11:59 pm Adelaide time on Monday 9 March 2014 (Entry Period). Entries received after the Entry Period will not be accepted. Incomplete entries received during the Entry Period will not be accepted.

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

D. The Promoter may exclude from eligibility any entry which it considers (in the Promoter’s sole and absolute discretion):
   (i) does not or may not reflect positively on the Promoter;
   (ii) may damage the reputation or goodwill associated with the Promoter, its branding and other intellectual property; or
   (iii) is otherwise inappropriate.
2. **Method**

A. To enter, Eligible Entrants must, within the Entry Period, post a photograph taken at the 2015 WOMADelaide Festival (6-9 March 2015) of something associated with the Promoter in or around the WOMADelaide Festival grounds (for example, the UniSA photo booth) **(Photo):**

   (i) by email to socialmedia@unisa.edu.au;

   (ii) on Twitter and/or Instagram using the #UniSAatWOMAD hashtag, provided that Eligible Entrants who elect to post a Photo on Twitter:

      (A) must include @universitysa;

      (B) must not use multiple Twitter accounts to enter the Promotion; and

   (iii) on the Promotor’s Facebook page at www.facebook.com/UniSA;

   (with any of the Facebook, Twitter or Instagram platforms comprising **Social Media**).

B. Any Photo posted on more than one form of Social Media constitutes a single entry.

C. By submitting an Eligible Entry to the Promotion, the Eligible Entrant:

   (i) agrees that if they are selected as a winner of the Promotion, their name may be used by the Promoter for promotional and publicity purposes for the benefit of the Promoter, including (without limitation) on the Promoter’s Facebook page at www.facebook.com/UniSA;

   (ii) grants to 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 Facebook page at www.facebook.com/UniSA, and to use the Photo for educational, marketing, promotional and publicity purposes;

   (iii) agrees that in relation to any moral rights (as defined by the **Copyright Act 1968** (Cth)) that the Eligible Entrant holds in the Photo **(Moral Rights)**, they irrevocably and voluntarily consent to any of the following acts or omissions on the part of the Promoter, namely:

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

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

      (C) altering the Photo by adding to, removing elements from, or rearranging elements of, the Photo; and
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 the Eligible Entrant’s honour or reputation,

but not to the Promoter falsely attributing authorship of the Photo.

(b) the Eligible Entrant warrants that:

(i) the Photo submitted was devised and taken by 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 full authority to grant the licences under paragraphs 2C.(i) and 2C.(ii);

(ii) the Eligible Entrant has complied with all relevant laws in taking the Photo and entering this Promotion;

(iii) the Eligible Entrant has obtained all consents and permissions (including all talent releases in a form acceptable to the Promoter) for any person included in the Photo; and

(iv) 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 trademarks).

3. Prize draws

A. There will be 2 prizes awarded in the Promotion. The overall winner will receive a WOMADelaide 2016 gift voucher valued at $200. The runner up will receive a T Bar hamper valued at $100 and a Promoter-branded t-shirt or hoodie with the size, style and colour of the merchandise subject to availability.

B. The Prizes will be determined at 5pm Adelaide time on Tuesday 10 March 2015.

C. The Promotion is a game of skill. Chance plays no part whatsoever in determining the winners.

D. Judging of all Eligible Entries will occur throughout the competition period by employees of the Promoter who will select the winning Eligible Entries, based on the adjudged uniqueness, quality and creativity of the Photo (including any of the following factors, without limitation: the use of light, colour and juxtaposition, the composition of the Photo, the perspective used in the Photo, the story conveyed by the Photo and the emotion captured in the Photo). The judges’ decision is final. Judging will take place on each occasion at Level 1, 101 Currie Street, Adelaide SA 5000.

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

4. Prize winners announcement and prize collection
A. The winners will be notified by the publication of their names on the relevant Social Media or by email (as determined by the Promoter).

B. The names of the winners and the prize details will be prominently displayed at Level 1, 101 Currie Street, Adelaide SA 5000 for at least seven days after the date on which each winner is determined. The name of each winner and the prize details will also be displayed on the Promoter’s Facebook page at www.Facebook.com/UniSA within 30 days of the date of each draw.

C. Winners may be asked to provide proof of identity, age or residence to confirm eligibility.

D. Each winner must collect their prize from the Promoter between Wednesday 11 March 2015 and Wednesday 10 June 2015 by attending Level 1, 101 Currie Street, Adelaide SA 5000 at any time between 9am and 5:00pm Adelaide time on a week day (that is not a public holiday in South Australia).

E. If a winner does not collect their prize during the period specified in paragraph 4C., then that winner will be deemed to have forfeited any right to the prize, and the Promoter may dispose of the prize.

5. Personal Information

A. Subject to paragraph 5C., the personal information of the Eligible Entrant, their legal guardian and representative will be handled in accordance with the Promoter’s privacy policy located at www.unisa.edu.au/footer/privacy.

B. By entering the Promotion, Eligible Entrants consent to the Promoter using their personal information to provide them with marketing, promotional and advertising information about the Promoter from time to time by email.

C. By entering the Promotion, entrants:
   (i) are providing personal information to UniSA;
   (ii) acknowledge and agree that personal information which is submitted on Social Media may be collected, used and distributed by any of the operators of that Social Media in accordance with the terms, policies and guidelines published on any of the websites of the relevant Social Media. Entrants should familiarise themselves with such terms, policies and guidelines of Facebook, Instagram or Twitter (as the case may be).

6. General

A. The Promotion is in no way sponsored, endorsed, administered by, or associated with any of, Facebook, Instagram or Twitter. Entrants:
   (i) release Facebook, Instagram and Twitter from any liability arising from, or in connection with, the Promotion; and
   (ii) must comply with any terms and conditions imposed by Facebook, Instagram or Twitter which may be applicable to the entrants’ participation in the Promotion, including but not limited to the use of any intellectual property or branding.
B. 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.

C. To the extent permitted by law, Eligible Entrants and (if under the age of 18 years) their legal guardian, 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 any breach by the Eligible Entrant of these terms and conditions and any award, acceptance, use of or participation in, any component of a prize.

D. 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 Promoter to limit its liability, then the Promoter’s liability will be limited to:

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

(ii) 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,

and the Promoter (including its officers, employees and agents) excludes all liability arising whether in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of profit or loss of opportunity) whether direct, indirect, special or consequential arising in any way out of the Promotion or, if the Eligible Entrant is a winner, their use of the prize.

E. The conduct of the Promotion and these terms and conditions are governed by the laws of South Australia. By submitting an Eligible Entry, the Eligible Entrant submits to the exclusive jurisdiction of the courts of South Australia.