Holstein Australia Photo Competition 2020 Terms & Conditions



- 1. The Promoter of this competition is Holstein Australia.
- 2. Entry to the Competition is open to all Holstein Australia members. Entrants under 18 years of age must have the consent of their parent or guardian to enter.
- 3. Each entry must be entered in accordance with these Terms and Conditions. By entering the Competition, each entrant agrees to be bound by these Terms and Conditions. The Promoter may in its discretion refuse to accept any photo or award any prize to any entrant who fails to comply with these Terms and Conditions. All relevant instructions on the Promoter's website form part of these Terms and Conditions.
- 4. Entry into the Competition is free.
- 5. The Competition opens at 9am on Friday 12th February 2021 and closes at 5pm (ADST) on Sunday 7th March 2021 ("Competition Period"). Any entry received after the expiry of the Competition Period will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected entries.
- 6. To enter the Competition, you must email a digital image (maximum image size 10MB) to competitions@holstein.com.au and include your name, category you are entering, prefix (if applicable) and sub-branch / region.
- 7. Entrants can upload a maximum of 3 entries per category.
- 8. By submitting the Photo to the Promoter, you grant the Promoter a non-exclusive licence to exercise all rights in perpetuity throughout the world in the Photo and all other material provided by you to the Promoter at any time.
- 9. Without limiting the rights granted to the Promoter under point 8, you specifically agree that point 8 grants to the Promoter the non-exclusive right throughout the world to communicate the Photo in whole or in part to the public on any media platform and you grant to the Promoter all associated rights necessary to exercise the above rights.
- 10. The entrant whose Photo is judged to be most outstanding photo of the competition will receive a prize of a digital SLR camera (value \$700).

11. 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 Photo is an original work;
- (iv) you are the copyright owner or authorised licensor of all copyright works and subject matter comprising the Photo;
- (v) the exercise of the rights granted to the Promoter in these Terms and Conditions will not infringe the rights of any third parties; and you will indemnify the Promoter against any loss or damage resulting from any breach of these warranties.
- 12. You acknowledge that the Promoter is under no obligation to exercise any of the rights granted to it by these Terms and Conditions.
- 13. You agree that the Promoter may use your entry and any personal details provided to the Promoter for any promotional, marketing and publicity purposes of the Promoter in any media without notice and without any fee paid to you.
- 14. Decisions of the Promoter and its panel of judges are final and will be binding on each person who enters the Competition and no correspondence will be entered into. The name of the prize winner will

be announced on the Holstein Australia website, Facebook page and in an Instagram post (provided there are a significant number of entries) at the conclusion of the competition.

- 15. If there is any event that prevents or hinders the Promoter's conduct of the Competition or the Promoter's ability to deliver the prize to the prize winner, the Promoter may, in its discretion, cancel the Competition and recommence it at another time under the same conditions or select another winner.
- 16. The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error that may occur in the course of the administration of this Competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.
- 17. To the full extent permitted by the law, the Promoter will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or inconsequential) to persons or property as a result of any person entering into the Competition or accepting or using any prize, including without limitation non-receipt of any prize or damage to any prize in transit.