

## Terms and Conditions

**This Page sets out the terms of participation in the 2022 Spirit of the Bush Photo Competition.**

1. The Promoter of this Competition is the Rural Aid LTD (the "Promoter") (ABN 29 605 873 597), 3/8 Colebard St East, Acacia Ridge QLD, Australia.
2. Entry to the Competition is open to all Australian residents. An entrant must be an individual and not a company or organisation. Entrants under 18 years of age must have the consent of their parent or guardian to enter. Employees of the Promoter and their immediate families or any person associated with the Competition, are not eligible 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 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 8am (AEST) on Monday, 21 March 2022 and closes at 5pm (AEST) on Monday, 30<sup>th</sup> May 2022 ("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, entrants must submit a **high-resolution, landscape** image relevant to one of the following themes by posting the image on Instagram or Facebook, with the hashtag #SOTB2022 and tag @ruralaid in the picture, or by form submission on Woobox:
  1. Family
  2. Community
  3. Mates
  4. Faces
  5. Eyes
  6. Tough
  7. Golden Hour (Sunrise/Sunset)
  8. All Things Rural
7. Each entry must include a photo fitting the entry details.
8. By submitting the Photo to the Promoter, you grant the Promoter and its licensees and assignees 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 Promoter will acknowledge the photographer by name, where practical on all submitted images.
11. The entrant/s whose Photo is judged by the Promoter's panel of judges to best encapsulate the themes will win a placement and feature within the Promoter's 2022 Calendar. Each winner will receive a pre-paid visa card of \$250 in value and a copy of the calendar (once created).



12. Entrants may submit multiple entries provided each entry complies with the entry requirements.
13. Entrants are eligible to win more than one prize.
14. The Promoter is not obliged to award a prize for each of the photography themes.
15. Chance plays no part in determining the winners.
16. You warrant that:
  - a) all details provided with your entry are true and accurate;
  - b) you have all necessary rights and licenses to grant the rights set out in these Terms and Conditions;
    - i. the Photo is an original work;
  - c) you are the copyright owner or authorised licensor of all copyright works and subject matter comprising the Photo;
  - d) 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.
17. You acknowledge that the Promoter is under no obligation to exercise any of the rights granted to it by these Terms and Conditions.
18. 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.
19. 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 winners will be announced by Friday, 10<sup>th</sup> June 2022 via Rural Aid social media platforms (provided there are a significant number of entries).
20. If there is any event that prevents or hinders the Promoter's conduct of the Competition or the Promoter's ability to deliver the prizes to the prize winners, the Promoter may, in its discretion, cancel the Competition and recommence it at another time under the same conditions or select another winner.
21. 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.
22. 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.
23. We acknowledge that this contest is not sponsored, endorsed or administered by, or associated with Facebook or Instagram. Additionally, we release Facebook and Instagram from any responsibility to entrants or participants.

