

## PHOTO COMPETITION

### Terms and conditions

1. The promoter is Markets & Fairs Magazine whose registered office is at **3/1741 Pittwater Road, Mona Vale, NSW 2103.**
2. By entering this competition, an entrant is indicating his/her agreement to be bound by these terms and conditions and agree that they are fully responsible for the image they submit.
3. The competition is open to residents of Australia and entrants under the age of 18 will need parent/guardian consent. If a winner is under the age of 18 years, the prize will be awarded to the winners nominated parent or guardian. Employees of the Magazine and their close relatives and anyone otherwise connected with the organisation or judging of the competition are ineligible to enter.
4. **Closing date for entries will be 5pm, Sunday 11<sup>th</sup> August 2019.** After this date, strictly, no further entries to the competition will be permitted
5. No responsibility will be accepted for entries not received for whatever reason.
6. Any cost associated with submitting an entry is the entrant's responsibility and is dependent on the internet service provider used.
7. The **rules of the competition** and how to enter are as follows:
  - Take a photo of any market or event within Australia.
  - Each entry must include the entrants name, email address, contact telephone number, as well as include a short description which details the location, business and/or experience captured in the photo.
  - The entrant must advise whether this image has been published in the public domain and if so, where and when it has been published
  - Any image taken as part of a contracted or professionally engaged photo shoot or any image that has been used to market a business, product or service is ineligible
  - It is the entrant's responsibility to gain relevant permissions from any identifiable persons in the photo.
  - The entrant will obtain full prior consent from any person who has jointly created or has any rights in the image, video or footage
  - Winners agree to the use of his/her name and image in any publicity material, as well as their entry. Any personal data relating to the winner or any other entrants will be used solely in accordance with current Australian data protection legislation and will not be disclosed to a third party without the entrant's prior consent.
  - Upload your entry as specified in 8.

8. Entry is free. To enter upload your jpeg file as directed on <http://competitions.marketsandfairs.com.au/Enter/> (file size is to be between **3-5MB**). Winners images must be able to supply the image in high resolution jpeg (min 300dpi) to be eligible.
9. Multiple entries are welcome.
10. There is one prize. The winners image appears on front cover of the 2019 Spring Edition of Markets & Fairs Magazine, **released 3<sup>rd</sup> September 2019**.
11. The promoter will require continuing usage of all images from entrants.
12. The entrant, unless the promoter advises otherwise, licenses and grants the promoter an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display the image, video or footage for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.
13. Winners will be chosen by a panel of judges appointed by the promoter.
14. If the panel of judges determines there is no winner, the prize will not be awarded.
15. The promoter's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
16. The winner will be notified by phone / email within **5 days** of the closing date. If the winner cannot be contacted within **5 days** of notification, the promoter reserves the right to withdraw the prize from the winner and pick a replacement winner.
17. As a condition of accepting a prize, each winner must sign any legal documentation as and in the form required by the promoter, including but not limited to a legal release and indemnity form.
18. The promoter reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to the competition will be notified to entrants as soon as possible by the promoter.
19. The promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.
20. The competition and these terms and conditions will be governed by Australian law and any disputes will be subject to the exclusive jurisdiction of the courts of Australia.
21. The winner's name will be available 28 days after closing date by emailing [editor@marketsandfairs.com.au](mailto:editor@marketsandfairs.com.au)