

SCGV Photography Competition - Terms & Conditions

1. Information on how to enter this Competition and Prize details form part of these Terms and Conditions of entry. These Terms apply to the Competition and entry into the Competition is deemed acceptance of these Terms.

2. The promoter is the Australian Veterinary Association, 308/228 of Unit 4, Herbert Street, St Leonards NSW 2058, the "Promoter" and "AVA".

Key dates

3. The Competition will be open from Midday on 14 June 2023 and will close Midnight (Eastern Standard Time) on 31 July 2023, the "Competition Period".

Who can enter

4. Entry is open to the following, the "Eligible Entrants":

- a. active, valid and current members of the Promoter (Members) and
- b. Members employees and associates.

Employees of the Promoter are not eligible to enter.

By entering this Competition, the Eligible Entrant represents and warrants that it is eligible to enter.

Releases and indemnities

Eligible Entrants acknowledge that they may be subject to data charges depending on their own individual arrangements for internet access if entry is online or by email.

7. Eligible Entrants will retain copyright in their Materials, however, by entering, all Eligible Entrants licence the Promoter a worldwide, royalty-free, perpetual licence to edit, publish and use each entry in any and all media, including print and online, for publicity and news purposes. The Promoter reserves the right to publish Eligible Entries, or part thereof, notwithstanding that publication is not an indication that the Eligible Entrant has won the Prize.

8. The Promoter may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at anytime, anywhere, and by any means. The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same. The Promoter, partners and sponsors are not liable to pay any Eligible Entrant, Finalist or Winner any fee, royalty or other form of remuneration for this right.

Eligible Entrants are responsible for ensuring they are able to accept the Prize as set out and in accordance with these Terms, in the event they are unable to do so then the Promoter reserves the right to redraw the Prize.

Eligible Entrants agree to abide by each and all these Terms. Misrepresentative or fraudulent entries will cause an Eligible Entry to be invalidated. Offering or receiving any incentive for voting, including to any judging staff, is not permitted and will invalidate the vote, and may disqualify the Eligible Entrant receiving the vote. The Promoter reserves the right, with or without cause and in its absolute discretion, to exclude Eligible Entrants and withhold prizes for violating any of these Terms. The Promoter reserves the right to amend these Terms. Any amendments will be published on the Promoter's website, the "Website".

11. There is no cash or other alternative to the Prize stated and the Prize is not transferable and no part or parts of the Prize may be substituted for other benefits, items or additions.

12. The Promoter's decision is final and binding on the Eligible Entrants. No correspondence will be entered into.

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13. The Promoter can at any time cancel, modify or supersede the Competition including altering prizes if in our sole discretion the Competition is not capable of being conducted as specified.

14. The Promoter may without limitation remove any Materials from the Website, the SCGV Conference Display or from any publication without notice.

15. The Promoter will not be liable for any loss or damage to the Materials howsoever caused.

16. a. Each Eligible Entrant indemnifies the Promoter and its affiliates and agrees to hold them harmless from and against all losses, costs, proceedings, damages, expenses or liabilities howsoever incurred by the Promoter or any of its affiliates as a result of any claim by a third party resulting from the Eligible Entrant's breach or failure to observe any of the obligations in these Terms.

b. Nothing in these Terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act* as well as any other implied warranties under the *ASIC Act* or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded including the Non-Excludable Guarantees, the Promoter including its respective officers, employees and agents, excludes all liability including negligence for any personal injury or any loss or damage including loss of opportunity whether direct, indirect, special or consequential arising in any way out of the promotion.

c. The Promoter shall not be liable for any loss or damage whatsoever which is suffered including but not limited to indirect or consequential loss or for any personal injury suffered or sustained in connection with any prize or failure to observe any of the obligations in these Terms except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition or for any technical error or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

How to enter

17. To enter the Competition and be eligible to win, Eligible Entrants must

- create an original photograph related to the following "Competition Themes":
 - animals/creatures
 - human-animal bond
 - veterinarians and nurses at work
- comply with the Photograph Submission Guidelines set out below

collectively known as an **Eligible Entry**.

Photograph Submission Guidelines

18. Eligible Entrants may enter the Competition as many times as they wish. To enter, email scgv@ava.com.au

19. The Competition closes at midnight on 31 July 2023, the "**Closing Date**". Any entries received after the Closing Date will not be valid.

20. Eligible Entrants may submit up to 5 photographs, the "**Materials**".

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21. Eligible Entrants must complete a separate email entry for each photograph. File sizes must not exceed 8MB. Eligible Entrants who are shortlisted for a possible prize will be contacted to supply a high-resolution copy of their photograph if the quality is not suitable for print.

22. In order to be considered for the STI cover there must be space within the photograph for the STI masthead and content headlines down one or both sides of the photograph (see sample on website) and be supplied in JPEG format.

23. In the entry of the Materials the Eligible Entrant must include

- the email subject line “2023 SCGV Photography Competition” and
- a completed Entry and Consent form (Form)

24. The Promoter accepts no responsibility for any entries not received for any reason during the Competition Period. Eligible Entries will be deemed to be accepted at the time of receipt by the Promoter. No responsibility will be taken for lost, late or misdirected entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.

25. Incomplete, illegible, indecipherable or incorrect entries or entries containing offensive or defamatory comments or which breach any law or infringe any third party rights (including intellectual property rights, moral rights, copyright or privacy) and/or which fail to meet the requirements for an Eligible Entry are invalid. Any Eligible Entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way or who does not properly comply with the entry process will be ineligible to win.

26. Eligible Entrants

a) must not do anything illegal and/or dangerous and/or that would put themselves or others at any risk

b) acknowledge and agree that the Materials must not depict persons under the age of 18 or branded products or signs and

c) warrant that they have obtained the required consents (where applicable) of the subjects or persons in the Materials.

27. An Eligible Entry must not communicate messages or images inconsistent with the positive images and/or goodwill to which the Promoter wishes to associate. Eligible Entrants must familiarise themselves with the [Love is Blind campaign](http://loveisblind.org.au/) (<http://loveisblind.org.au/>) which details certain animal breeds that will no longer be depicted in TV communications.

Judging process

28. The Competition is a game of skill and chance plays no part in determining the Finalists or Winners. Each Eligible Entry will be judged by the judging panel outlined in clause 2 based on its relation to the Competition Theme and the quality (including but not limited to technical quality, resolution of the Materials) and creativity of the Materials (Judging Criteria). The judges will select the Winners based on the Judging Criteria.

29. There will be a total of three (3) competition category winners (Winners). Each Winner will be awarded one (1) Prize. The Promoter has appointed the following panel of judges to select the Winners

- o The President of the SCGV – Susan Swaney

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- o Editor of the STI – Berwyn Squire
- o Head of Education – Meredith Flash

2. There is one STI Front Cover Prizes available. Each Prize consists of

- Positioning on one of four 2024 STI Front Covers and
- a framed STI Front Cover depicting the Winner's Materials.

3. There will be six staff favourite finalists (the "Finalists"). Finalists will be judged and selected by majority consensus of the Promoter's employees and will each be awarded the Finalists Award. The Materials of the Finalists will feature in a range of AVA communications including but not limited to newsletters and social media (the "Finalist Award").

31. Finalists and Winners must submit a high resolution copy of their Materials upon the request of the Promoter. The Promoter will advise the size requirements, the method of delivery required and the deadline by which the high resolution copy should be sent.

32. Finalists and Winners will be notified by the email or telephone contact details they provided upon entry within 14 days after the Closing Date. All reasonable endeavours will be made to contact the Finalists and Winners within this period. If a Finalist or Winner cannot be contacted or is not available, the Promoter reserves the right to redraw another Winner from the pool of Eligible Entries that were received before the Closing Date.

33. If an Eligible Entrant would like to remove their Materials from the pool of Eligible Entries before the Closing Date please contact editor@ava.com.au. Removing any Materials or any part thereof from the Competition will render the entire Eligible Entry void. Finalists and Winners will not be able to remove their Materials or any part thereof after the Closing Date.

34. All Materials that are submitted by Eligible Entrants other than the Materials of the Finalists and Winners will be deleted by the Promoter. The Promoter is unable to return any Materials that have been submitted for the Competition.

General terms

3. The Prize is non-transferable and there are no cash alternatives to the Prize in whole or in part.

3. The Winners and the Finalists will be required to participate in a reasonable level of publicity relating to this Competition.

37. The Promoter collects personal information in order to conduct the Competition and may for this purpose disclose such information to third parties including but not limited to agents, contractors, service providers, Prize suppliers and as required to Australian regulatory authorities. Entry is conditional on providing this information. By entering, Eligible Entrants consent to the Promoter for an indefinite period unless otherwise advised using the information for promotional, marketing, publicity, research and profiling purposes including sending electronic messages or telephoning the Eligible Entrant and for such other purposes as set in the Promoter's Privacy Policy (full Privacy Policy is available at <http://www.ava.com.au/privacy-policy>). Eligible Entrants should direct any request to access, update or correct information by contacting the Promoter via email to scgv@ava.com.au.

38. These Terms are governed by the laws in the State of New South Wales.