

“Hunter Photography Prize competition”

TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is open to Hunter residents of all ages. Entrants under 18 years of age must have legal parental or guardian consent to enter the Promotion and collect the prize. By submitting an entry, the entrant affirms that they are 18 years or over or otherwise possess legal parental or guardian consent.
3. To be eligible the entrant's main source of income cannot be derived from photography.
4. By entering the competition, a person is stating the photograph was taken by them and that they own the copyright. The photographer gives Australian Community Media and the associated titles permission to publish their submitted photographs in any form, including print, online, book, calendar or exhibition. The photographer retains the copyright.
5. Directors, management, employees, officers and contractors (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
6. Promotion commences on 1st December 2023 and closes 11:59pm AEST on 25th January 2024 (“Promotional Period”).
7. Entries will be shortlisted no later than January 26 2024, with finalists published daily from December 26 2023, selected from the valid entries received so far. A winner and a people's choice winner will be chosen from those finalists.
8. To enter, eligible entrants must, during the Promotional Period, email entry to photoprize@austcommunitymedia.com.au and forward all requested details.
 - All entries MUST include the following:
 - (a) Write your name and "Hunter Photography Prize" in the subject field.
 - (b) Phone number:
 - (c) Location of photo:
 - (d) Caption:
 - (e) Photo name:
 - (f) Are you 18 or under: Yes/No
 - Photos must be minimum 500KB and maximum of 2MB.

- A maximum of five (5) photos can be attached as JPEG's
 - Landscape images are preferred
 - Australian Community Media reserves the right to crop a photograph.
 - Photographs must either be taken in the Hunter region or feature Hunter people.
 - Entries not containing the correct information may be deleted and a return email will be sent.
9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
10. Incomplete or indecipherable entries will be deemed invalid.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
12. The judging will take place at The Newcastle Herald office, Hunter St, Newcastle, NSW on Friday, 26th January 2024. The Promoter reserves the right to draw additional reserve entries and record them in order in case of an invalid entry or ineligible entrant. No correspondence will be entered upon judges' choices.
13. The judges will include *Newcastle Herald* editor Lisa Allan, *Herald* senior deputy editor Matt Carr, *Herald* senior photographer Simone De Peak, *Herald* news director Jamieson Murphy, *Herald* journalist Simon McCarthy and Hunter Communities editor Donna Sharpe.
14. The selected judging panel will select the following winners:
- Finalists to be published in the Newcastle Herald
 - Of this shortlist, ONE will be named the overall winner and this image will also feature in the Newcastle Herald.
 - There will be ONE people's choice winner, also selected from the judges' shortlist. The photographer must be 18 years or over.
15. The winner and people's choice winner will be notified by being named in print and online in the Newcastle Herald on Saturday 27th January 2024.
16. The Promoter's decision is final, and no correspondence will be entered into.

17. The judges' winner receives a Nikon D7200 camera kit with an 18-140mm lens (valued at \$1000) while the people's choice winner will receive a Canon G9XII Silver (\$490). Both from Domayne @ Harvey Norman Kotara.
18. If for any reason the winner does not take the prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
19. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to the directions of any regulatory authority.
20. Total prize pool value is up to \$1,490. Prize, or any unused portion, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. All reasonable attempts will be made to contact the winner(s). If a prize remains unclaimed by a winner or unallocated for any reason by April 27th 2024 the prize will be forfeited and no cash or other alternative will be offered to that winner.
22. This is a game of skill and chance plays no part in determining the winner. The judging and selection of the winner(s) will be conducted by a judge(s) selected at the discretion of the Promoter.
23. The judge(s) will select the winning entry or entries from the valid entries received during the Promotional Period. The judge(s) may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry, ineligible Entrant or a prize being rejected or not collected.
24. Each entry will be judged at the sole discretion of the judge(s) based on:
 - Each entry will be individually judged based on artistic and creative merit by a panel of judges appointed by the Promoter.
 - Entries must feature images of and in the Hunter Region or be of Hunter people.
 - Landscape orientation images are preferred
 - Images must be: a JPEG file with a maximum size of 2MB and of an acceptable resolution (minimum 200dpi) and picture quality, as determined by the Promoter in its absolute discretion.
 - Entrants are required to retain a copy of the image submitted in the highest resolution possible.
 - Entrants may use photo editing software to ensure they are entering the correct file size and the correct file format. However, any digital manipulation of the original image must be stated on the entry form/email.
 - All entries must include the Name, Address, Phone number, Location of photo, Caption, Photo name, Are you 18 or under: Yes/No

- All entries must be emailed to:
photoprize@austcommunitymedia.com.au
 - Entries not containing the correct information will be deleted, and a return email will be sent.
25. Photo prints and digital files will be deemed an invalid form of entry.
 26. The judge(s) decision is final, and the Promoter will not enter into any correspondence regarding the result.
 27. The Promoter reserves the right to request proof of eligibility. In the event that an entrant cannot provide satisfactory proof, the Promoter may, in its absolute discretion, disqualify the entrant.
 28. Photographs entered in the competition must be the original work of the entrant. Entries from third parties are not eligible. By entering this competition, you warrant that the photograph you submit does not and will not infringe the rights, including intellectual property rights, of a third party. You indemnify the Promoter and its related bodies corporate in respect of any breach of the foregoing warranty.
 29. You must not submit photographs that:
 - a) are defamatory, obscene, pornographic, vulgar, or otherwise unlawful;
 - b) contain excessively violent or sexual imagery;
 - c) include an image of a person or persons unless you have their consent.
 30. Entrants must ensure they have all necessary waivers, consents and releases and winning entrants may be requested to provide evidence of the same.
 31. The Promoter accepts no responsibility for any late, lost or misdirected entries. The Promoter is not responsible for lost, interrupted communications or unavailable network server or other connections, failed telephone, mid-delivery or computer transmissions or other errors of any kind, whether human, mechanical or electronic. The Promoter assumes no responsibility for any error, defect, delay, theft or unauthorised access to or alteration of entries.
 32. Should an entrant's contact details change during the competition period, it is the entrant's responsibility to notify the Promoter.
 33. The winner agrees to participate in and cooperate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.
 34. The Promoter reserves the right at any time to disqualify any individual who the Promoter reasonably believes has breached any of these terms or engaged in any unlawful or other improper conduct including conduct calculated to jeopardise the fair and proper conduct of the competition or the

Promoter's interests.

35. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
36. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate, subject to the directions of any regulatory authority.
37. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
38. Nothing in these Terms and Conditions 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.
39. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
40. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI 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 PI. The Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. The Promoter will otherwise collect, hold, use and disclose PI as set out in its Privacy Policy, which can be viewed at <https://www.acmadcentre.com.au/privacy/>. All entries become the property of the Promoter.

41. The Promoter is Rural Press Pty Ltd, ABN 47 000 010 382, 159 Bells Line of Rd, North Richmond, NSW, 2754.
42. Authorised under NSW Authority Number TP/00287