

Competition Period and Operation

The Snowy Valleys Up Close – It's Spring Photography Competition aims to encourage Australians to capture, through the medium of photography the best of spring. People will be able to explore and capture what is unique about the Snowy Valleys region in spring and ultimately showcase what living in the Snowy Valleys Region means to them. The Competition is operated by the Snowy Valleys Council (ABN 53 558 891 887)

The Competition commences at 10.00am AEDST on 13 October 2017 and concludes at 11.59pm AEDST on 31 October 2017 unless terminated earlier or extended, by Snowy Valleys Council in its absolute discretion. Snowy Valleys Council may deal with entries it receives up to the date of termination of the Competition according to the Competition Rules. By completing a Competition Entry Form ("Entry Form"), and submitting your photographs, you may participate in the Competition and have the opportunity to have your photographs publicised and, to win the prize. By submitting an Entry Form, you agree that the terms of the Entry Form and these Competition Rules (together the "Competition Rules") create a legally binding agreement between you and the Snowy Valleys Council.

Eligibility For Participation

The Competition is open to all people living in Australia and to all Australian citizens living overseas. You do not need to have any experience in photography to participate in the Competition.

If you are under 18 years old at the date you intend to submit an Entry Form, you must have consent from your parent or legal guardian to enter, and the parent or legal guardian must agree to ensure that you comply with the Competition Rules.

Snowy Valleys Council reserves the right to request a signed consent form from the parent or legal guardian of a participant aged under 18 years at any stage during the Competition. Parents or legal guardians will be required to accept the prize if an entrant under 18 is the winner. Expenses or liabilities incurred by the parent or legal guardian to do this will not be covered by the Snowy Valleys Council.

Submission of Photographs

You may submit a maximum of five photographs per person. You must keep a copy of each photograph submitted in the highest resolution possible as this may be requested by Snowy Valleys Council.

Image Upload Specifications

Note that the following are not accepted for entry in the Competition:

- hardcopy, printed or scanned photographs
- negatives
- slides
- other non-digital format photographs or images

Acceptable Content

It is prohibited to upload, communicate or publish on this site entries, including photographs, or comments or any other materials which:

- are discriminatory, racist, hateful, violent, threatening, abusive, defamatory, obscene, vulgar, feature nudity or are pornographic, profane or indecent or are otherwise unlawful;
- infringe any other person's copyright or moral rights or other intellectual property rights; or
- advertise or are otherwise designed to sell a product or service or increase traffic to any other website.

The Snowy Valleys Council reserves the right to remove any entries, photographs, descriptions, website links or other materials uploaded, communicated or published on this site which it considers (in its absolute discretion) objectionable or in breach of the Competition Rules or other terms of this site. This decision is in the Snowy Valleys Council absolute discretion and discussions will not be entered into.

Judging

Online voting will commence on November 1, 2017 and will close at 11:59pm on November 12, 2017. The winner will be the image which collects most votes and will be announced on November 13, 2017.

Snowy Valleys Council will treat the person whose name appears on the Entry Form as the photographer of the photographs submitted with the Entry Form. Only these people will be named as finalists or winners in the competition. Snowy Valleys Council's decision is final and binding and no correspondence will be entered into. The prize winner agrees to participate in any promotional activity promoting the Snowy Valleys Council and/or the Competition, as may be reasonably requested by the Snowy Valleys Council.

Prize

The winning photo selected through the People's Choice voting mechanism will receive the prize of a hamper of local goods and produce. Finalists and winners may also receive exposure through media opportunities, showcased on digital screens, local council websites, Snowy Valleys Council facebook pages and other social media networks, newsletters and signage. Where a participant is aged under 18 years, the prize will only be awarded to a parent or legal guardian.

Entrant's Representations and Warranties

You represent, warrant and agree that:

- you are eligible to enter the Competition;
- all the details in the Entry Form were true and correct at the date you submitted the Entry Form; • If you are under 18 years you have obtained permission from a parent/guardian to enter;
- you are the photographer of the photographs you submitted to the Competition;
- you are the sole owner of the copyright in the photographs and in all descriptions of the photographs that you upload to the Tumut Region Facebook page ("Your Material"), and that Your Material is original to you and does not otherwise infringe any intellectual property or other rights of anyone, including but not limited to, copyright, trademarks, trade secrets, privacy, publicity, personal or proprietary rights. Without limiting this, you have obtained all necessary permissions from each person whose intellectual property is reproduced in the photograph to enable you to comply with the Competition Rules, including, but not limited to, granting the licences required by the Competition Rules;
- Your Material does not defame, misrepresent, contain disparaging remarks or other content that could adversely affect the name, reputation or goodwill of anyone or contain pornographic or

hateful content that promotes violence or harm or other offensive, obscene or inappropriate content or contravene any other law;

- Your Material complies with all other Competition Rules;
- you have obtained permission from each person recognisable in Your Material to submit Your Material and for it to be used according to the Competition Rules, and for the Snowy Valleys Council to use their name and likeness to promote and advertise the Competition and the Snowy Valleys Up Close region;
- Your Material is not the subject of any other third party agreements that would prevent its use according to the Competition Rules or require Snowy Valleys Council or anyone else to pay any third party for this use.

You unconditionally indemnify Snowy Valleys Council (which term includes the State of New South Wales and the Snowy Valleys Council officers, employees, contractors and agents), and must pay Snowy Valleys Council on demand the amount of, all losses, liabilities, expenses and taxes that Snowy Valleys Council may suffer (including the cost of settlement and any legal expenses on a full indemnity basis) because any of your representations or warranties are incorrect, you breach the Competition Rules, or because of a claim or proceeding by another person against Snowy Valleys Council that you have caused or contributed to.

Copyright Ownership and Consents

As between you and the Snowy Valleys Council, you (and any others who contributed to the entry such as by supplying any copyright material that you photograph) retain ownership of any copyright in Your Material. You place material on this site at your own risk. The ADCNSW does not take responsibility for any unlawful or other use of entries or comments by any other person. You must not post an image which features any other person, or to which others contributed such as by supplying any copyright material that you photograph, without their permission and unless they too have read and agree to these Competition Rules.

Snowy Valleys Council will, wherever reasonably possible, attribute an entry using the display name(s) supplied with the entry. However, to the extent permitted by applicable law, you (and any others who are featured in or contributed to the entry) agree that the Snowy Valleys Council may reproduce, publish, and communicate to the public Your Material with or without attribution of authorship. To the extent permitted by applicable law, you unconditionally and irrevocably consent, and will obtain all other necessary unconditional and irrevocable written consents, to additions to, deletions from and other alterations or modifications of, Your Material that would otherwise infringe moral rights established by the Copyright Act 1968 (Cth) for the benefit of the Snowy Valleys Council, and any person claiming an interest in Your Materials through the Snowy Valleys Council.

Licence to use Submitted Photographs

You grant to the Snowy Valleys Council an irrevocable, perpetual, royalty-free, transferable and worldwide non-exclusive licence (with the right to sub-licence) to reproduce, publish, communicate to the public, adapt, and otherwise exploit Your Material in all media whether known now or developed in the future (for example by displaying the entry on the Snowy Valleys Council's websites, on Facebook, Twitter, Youtube, Flickr or on any other website, publicly displaying your entry on a large format outdoor screens or signs, or by communicating your entry to others by email, by mobile phone, by radio, television or print/online). You must obtain all necessary irrevocable, perpetual, royalty-free, transferable, worldwide, non-exclusive licences (which include the right to sub-licence) in all material reproduced in the photographs you submit to the Competition, to enable the Snowy Valleys Council to exercise the rights granted to it by these Competition Rules.

Exclusions and Limitations of Liability

Except for any liability that cannot be excluded by law, the State of New South Wales (including, but not limited to, the Snowy Valleys Council's officers, employees, contractors and agents) excludes all liability (including negligence, and whether advised or aware of the possibility of that liability), 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 Competition, including, but not limited to, where arising out of the following: 1. any technical difficulties or equipment malfunction (whether or not under the Snowy Valleys Council's control); 2. any theft, unauthorised access or third party interference; 3. any unauthorised use of submitted images; 4. any entry, photograph or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Snowy Valleys Council) due to any reason beyond the reasonable control of the Snowy Valleys Council; You are required to provide certain personal information to complete an Entry Form. Without your personal information, the Snowy Valleys Council cannot accept your Entry Form. You must give only accurate, complete and upto-date information, and are solely responsible for ensuring that it complies with all applicable data protection and privacy laws. This personal information will be collected and used so that you may participate in, and the Snowy Valleys Council may administer, the Competition. Your information will not be used for any other purpose.

Disqualification and Cancellation

Your entry may not be accepted or may be disqualified at any time, if you do not complete all mandatory details in the Entry Form, you do not agree to the Competition Rules, or your entry does not comply with the Competition Rules. If this Competition is interfered with in any way or is not capable of being conducted as anticipated for any reason beyond the reasonable control of the Snowy Valleys Council, the Snowy Valleys Council reserves the right, in its sole discretion, to the fullest extent permitted by law to: 1. disqualify any entrant; or 2. modify, suspend, terminate or cancel the Competition or any part of the Competition as appropriate. Any cost associated with accessing the Competition website is your responsibility and is dependent on the internet service provider used. The laws in force in New South Wales, Australia, govern the Competition and the Competition Rules. You submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in this State, and any courts that may hear appeals from those courts.