



2019 NSW Grandparents Day Photography Competition Terms and Conditions

1. Parties

1.1. The Promoter is Department of Communities and Justice (DCJ) (formally known as Family and Community Services (FACS)), 4–6 Cavill Avenue, Ashfield NSW 2131, web:

www.grandparentsday.nsw.gov.au (“Promoter”).

1.2. The Entrant is an individual who participates via the submission process in entry to the competition (“Entrant”).

2. General

2.1. Entry instructions and prize information form part of these Terms and Conditions.

2.2. By entering the competition, Entrants agree to be bound by these Terms and Conditions.

3. Who can enter

3.1. Entry is open to all residents of New South Wales Australia, except employees of the Promoter. Any Entrant under the age of 18 years must have permission from their parent or legal guardian who is over 18 to enter the competition.

3.2. Entries remain the property of the Entrant. By submitting an entry, Entrants grant the Promoter permission for your entry to be published online and in print. The Entrant grants the Promoter a limited non-exclusive, irrevocable, perpetual and royalty-free copyright licence to reproduce and modify submitted images (including in electronic format, hard copy and in the publications) for purposes connected with the Promoter’s programs.

4. What to enter

4.1. The Promoter is committed to celebrating the diversity of grandparents and older people, and their contribution to the community, by challenging stereotypes and promoting positive representations. For the competition, we are looking for images (traditional or alternative in composition) that share the talent and experience of grandparents and older people. Each image must include an older person as a subject

4.2. Entries may originate in any format – including but not limited to digital files, digital prints, colour transparencies, colour prints, or black and white prints – so long as they are submitted electronically in a .jpeg, .jpg, or .png form. Multiple exposures that have been combined to produce a single "High Dynamic Range" image are acceptable.

4.3. Entry must be submitted online via the dedicated smartygrants form and include contact details of the applicants as well as caption information of the entry.

4.4. Caption information should include:

- Name and age of subjects
- Location
- Detailed caption 50 word statement providing insight into the image and its subjects.

5. How to Enter

5.1. Entries will be accepted from 9.00am AEST on Monday 22 July 2019. To be eligible to win the competition, entries must be received no later than 5.00pm AEST on Friday 15 September 2019

(“Competition Period”).

5.2. To enter, entrants must:

5.2.1. transfer a digital file of their submission via the dedicated smartygrants form

5.2.2. include all caption information (see 4.4)

5.2.3. ensure they have permissions from their subjects (see 6.5) and are the original creator of the images (see 6.2.2)

5.2.4. provide files in the electronic formats specified in 4.2, of maximum 24 MB in size.

5.3. Multiple entries per person are permitted.

5.4. An entry cannot be modified once submitted.

5.5. Entries are deemed to be submitted at the time of submitting the smartygrants form.

6. Entries

6.1. The Promoter reserves the right to verify the validity of all entries and reserves the right to disqualify any entrant for tampering with the entry process, including but not limited submitting an entry that is not in accordance with these Terms and Conditions.

6.2. By entering the competition, the Entrants warrant to the Promoter that:

6.2.1. the entries do not contain any offensive or inappropriate content. The Promoter reserves the right to remove any entry in its absolute discretion

6.2.2. the entry is an original and does not infringe the rights of any other person

6.2.3. the Promoter is granted a limited non-exclusive, irrevocable, perpetual and royalty-free copyright licence to use and modify the entry, without the payment of any further fee or compensation. All use of the Entrant’s image will be credited with the Entrant’s name.

6.3. The Entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement as a precondition to being awarded the Prize.

6.4. To the extent permitted by law, Entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry.

6.5. Entrants are responsible for obtaining the necessary releases from the individuals depicted, and must be able to provide copies of those releases to the Provider upon request.

7. Prize

7.1. One winner from each category (Schools & Open) will be selected to win a Prize.

7.2. The Prize must be taken as stated and is not transferable, exchangeable or redeemable for cash.



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The Promoter will not be liable in the event that the winning entrant does not take or is unable to use the Prize for any reason.

7.3. Independent financial advice should be sought as to any tax implications which may arise as a result of accepting the Prize, which are the sole responsibility of the winning entrant.

7.4. The winner should look to the provider of the Prize for all outcomes. However, these Terms and Conditions do not exclude or limit the application of any statutory provision (including a provision of the *Competition and Consumer Act 2010*) where to do so would contravene that statute or cause any part of these Terms and Conditions to be void.

7.5. If the Promoter is unable to procure the Prize within Australia for reasons beyond the Promoter's control, the Promoter in its sole discretion reserves the right to substitute the Prize with a prize of equal or greater monetary value, subject to any written directions from a regulatory authority.

8. Judging and Winner Notification

8.1. This competition is a game of skill, and chance plays no part in determining the identity of the winner.

8.2. All valid entries received during the Competition Period will be judged on their merit. Entries will be judged on originality, technical excellence, composition, overall impact, artistic merit, and subject matter relevance to the 'Intergenerational' competition theme and the Promoter's aims and mission to celebrate the contribution and activity of older people.

8.3. No responsibility will be accepted for late, incomprehensible or incomplete entries although it will be at the Promoter's complete and unfettered discretion whether to accept such entries.

8.4. The Promoter's decision is final.

8.5 The winning entrant will be asked to confirm their winning entry via email.

8.6. If the winner of the Prize has not confirmed their winning entry by 5pm AEDT on Monday 30 September 2019 or such other date as may be notified by the Promoter, the Promoter reserves the right to re-award the Prize to another entrant judged on the same criteria although the time for a response may be a later date and as determined by the Promoter.

9. Prize Acceptance

9.1. Prizes will be arranged directly with the Open category winner or the School Student category winner or winner's parent or guardian if under the age of 16. The winner must provide the details for the Prize in writing via email to the Promoter within 30 days of request by the Promoter, failing which the Promoter may treat the Prize as forfeited by that winner. The Prize will be delivered in New South Wales to the winner within six (6) months following the winner providing the delivery details to the Promoter if not collected on Tuesday 22 October 2019.

9.2. The Promoter is not liable for any loss or damage howsoever caused which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained during the course of accepting or using the Prize, except for any liability which cannot be excluded by law.

9.3. By entering the competition, each Entrant agrees to the use of their entry statement and/or photograph for printing, broadcast, publicity, social media and promotional purposes, including but not limited to the NSW Seniors Card Facebook page and the Promoter's website/s, without compensation, and agrees that the Promoter will own all intellectual property rights, including copyright, in any such material. It is a condition of accepting any Prize that the winner acknowledges that the Promoter acquires the entry for use for its commercial purposes and agrees not to object to any such use on the basis of any moral right.

9.4. The Promoter reserves the right to request winners to provide proof of identity; proof of residency at the nominated prize delivery address; and/or proof of entry validity. Proof of identification, residency and entry validity considered suitable for verifications are at the discretion of the Promoter.

10. Release

10.1. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information caused by an entrant or occurring during transmission.

10.2. If for any reason this competition is not capable of running as planned, whether caused by infection by computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness or integrity of the competition, the Promoter reserves the right in its sole discretion (subject to any written direction given by a relevant regulatory authority) to cancel, terminate, modify or suspend the competition.

11. Competitions – Facebook

11.1. The Entrant acknowledges that:

11.1.1. the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook

11.1.2. they will hold harmless, defend and indemnify Facebook from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to the photos or comments (including without limitation any property loss, damage, personal injury or death caused to any person(s)).



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12. Privacy

12.1. The Promoter collects personal information in order to conduct the competition and to improve its services. The provision of personal information is voluntary. If you decline to provide your personal information you will not be eligible to participate in the competition. The Promoter is bound by the *Privacy and Personal Information Protection Act 1998* (NSW) and the *Health Records and Information Privacy Act 2002* (NSW). By participating in the competition, each participant is taken to consent to the Promoter's privacy policy, as it appears on the Promoter's website at <https://www.facs.nsw.gov.au/privacy-notice>. Your personal information is held by the Promoter. You have the right to access and correct the personal information that DCJ holds about you. If you would like to access or update your personal information, please contact us at events@facs.nsw.gov.au.