

## **Photo Competition Terms and Conditions**

### Eligibility:

- 1.1 The photo competition is open to all P&C Associations that hold a current 2023-24 membership with the P&C Federation.
- 1.2 For clarity, a participant is defined as an eligible P&C Association.
- 1.3 Employees, immediate family members, and affiliates of the competition organisers are not eligible to participate.

### Entry Submission:

- 2.1 Participants may submit their entries by following the guidelines provided by the competition organisers.
- 2.2 Each participant may submit a maximum of three photos.
- 2.3 Where a participant submits four photos or more, the first three photos in order of time submitted will be accepted as valid entries.
- 2.4 Entries must be original photographs taken in the past 12 months.
- 2.5 The participant must be authorised by the photographer to enter the photo(s). The P&C Federation retains the right to request evidence of this authorisation and to determine a closing date for this evidence to be provided. Entries submitted without authorisation of the photographer will be deemed invalid.
- 2.6 Entries must not infringe upon any third-party rights.
- 2.7 Entries must not have been previously published or submitted to other competitions.
- 2.8 The competition organisers reserve the right to disqualify any entry that does not meet the requirements or violates the terms and conditions.

### Photo Categories:

- 3.1 The competition organisers will specify the categories in which participants can submit their photos.
- 3.2 Participants must select the appropriate category for each photo submission.

### Ownership and Usage Rights:

- 4.1 Participants retain the copyright and all other rights to their submitted photos.

4.2 Participants are responsible for retaining permissions for use of the photographic likeness of any minor under the age of 18 years old where the minor can be identified. Permission must be obtained in writing from an adult with authority to grant photo permission.

4.3 By entering the competition, participants grant the competition organisers a non-exclusive, royalty-free, worldwide license to use the submitted photos for promotional purposes related to the competition and other P&C Federation promotional activities, including but not limited to displaying, publishing, and distributing the photos on the website, social media channels, online community, Parent and Carer Hub, and other promotional materials.

4.4 The competition organisers will appropriately credit the participants when using their photos.

#### Judging and Selection of Winners:

5.1 A panel of judges appointed by the competition organisers will review and evaluate the submitted photos based on criteria such as creativity, composition, technical quality, and adherence to the theme.

5.2 The judges' decision will be final and binding.

5.3 The competition organisers will notify the selected winners via email or phone within a reasonable time after the judging process is completed.

5.4 If a selected winner cannot be contacted within a specified time or fails to respond within the given timeframe, the organisers reserve the right to select an alternate winner.

#### Prizes:

6.1 The competition organisers will specify the prizes to be awarded to the winners.

6.2 Any prizes will be awarded to the participant, that is, the eligible Parents and Citizens Association, and not to an individual person.

6.3 Prizes are non-transferable and cannot be exchanged for cash or other alternatives.

6.4 Any additional costs, including but not limited to taxes, associated with claiming the prizes are the sole responsibility of the winners.

#### Publicity and Promotion:

7.1 Participants consent to the use of the entity name, the name of associated individuals, photos, and submitted materials for promotional purposes related to the competition without any additional compensation.

7.2 The competition organisers reserve the right to publicly announce the winners' names and display their winning entries on the competition website and other platforms.

#### Limitation of Liability:

8.1 The competition organisers and their affiliates will not be liable for any loss, damage, or injury incurred as a result of participation in the competition or acceptance and use of the prizes.

8.2 Participants are responsible for ensuring that their entries comply with all applicable laws, regulations, and third-party rights.

#### Modification or Cancellation of the Competition:

9.1 The competition organisers reserve the right to modify, suspend, or cancel the competition if necessary, including but not limited to circumstances beyond their control that may affect the fairness or integrity of the competition.

9.2 In the event of cancellation, the competition organisers will not be held liable to participants.

#### Governing Law and Jurisdiction:

10.1 These terms and conditions shall be governed by and construed in accordance with the laws of New South Wales.

#### Severability:

11.1 If any provision of these terms and conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

By participating in the photo competition, participants acknowledge that they have read, understood, and agreed to abide by these terms and conditions.