First National Real Estate Tweed Sutherland 

**Photo Competition “Collections" Terms & Conditions.**

This document sets out the terms of participation in ASBA (Australian Sheep Breeders Association )" Photo Competition “Collections" competition.

1. The promoter of this Competition is the ASBA (the "Promoter") (ABN 20 314 755 287), **Australian Sheep Breeders Association Inc Unit 1 / 6 Merino Court East Bendigo Vic 3550**

2. An entrant must be an individual and not a company or organisation. Entrants under 18 years of age must have the consent of their parent or guardian to enter. Employees of the Promoter associated with the provision of the prize(s) are not eligible to enter.

3. Each entry must be entered in accordance with these Terms and Conditions. By entering the Competition, each entrant agrees to be bound by these Terms and Conditions. The Promoter may in its discretion refuse to award any prize to any entrant who fails to comply with these Terms and Conditions. All relevant instructions on the Promoter's website form part of these Terms and Conditions.

4**. Entry into the Competition is $20.00**.

5. **The Competition opens at 9.00am on Thursday 5th February 2015 and closes at 5.00pm on 30th June 2015** ("Competition Period"). Any entry received after the expiry of the Competition Period will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected entries.

6. To enter the Competition, you must:

(a) **Post to the CEO & Secretary a photograph of “Collections” within the competition period.**

7. Each entry must include a photo fitting the entry details. All photos must be displayed in a 5cm or larger cardboard mount .

8. By submitting the Photo to the Promoter, you grant the Promoter and its licensees and assignees a non-exclusive licence to exercise all rights in perpetuity throughout the world in the Photo and all other material provided by you to the Promoter at any time.

9. Without limiting the rights granted to the Promoter under point 8, you specifically agree that point 8 grants to the Promoter the non-exclusive right throughout the world to communicate the Photo in whole or in part to the public on any media platform and you grant to the Promoter all associated rights necessary to exercise the above rights.

10. The entrant whose Photo is judged by the Promoter's panel of judges to be the best, most original and creative will win the first prize ("First Prize Winner").

11. Chance plays no part in determining the prize winners.

12. The Winners will receive the following: **First cash prize of $250.00 and second cash prize of $50.00 donated by Tweed Sutherland First National.**

13. The Promoter accepts no responsibility for any variation in prize value.

14. No component of the prizes can be transferred. In the event that the prizes becomes unavailable due to circumstances beyond the Promoter's control, the Promoter reserves the right to provide a similar prize to the same or greater value as the original prizes, subject to any applicable laws or written directions made under applicable legislation.

15. You warrant that:

(i) all details provided with your entry are true and accurate;

(ii) you have all necessary rights and licenses to grant the rights set out in these Terms and Conditions;

(iii) the Photo is an original work;

(iv) you are the copyright owner or authorised licensor of all copyright works and subject matter comprising the Photo;

(v) the exercise of the rights granted to the Promoter in these Terms and Conditions will not infringe the rights of any third parties; and you will indemnify the Promoter against any loss or damage resulting from any breach of these warranties.

16. You acknowledge that the Promoter is under no obligation to exercise any of the rights granted to it by these Terms and Conditions.

17. You agree that the Promoter may use your entry and any personal details provided to the Promoter for any promotional, marketing and publicity purposes of the Promoter in any media without notice and without any fee paid to you.

18. Decisions of the Promoter and its panel of judges are final and will be binding on each person who enters the Competition and no correspondence will be entered into. **The names of the prize winners will be announced at the Australian Sheep and Wool Show 2015**. Please allow at least 28 days from the date of notification for the delivery of the prizes.

19. In the event that a prize winner is unable to be contacted, the Promoter will retain the prize for twelve (12) months from the date of the judges' decision. If any prize is not claimed within twelve (12) months of the date of the judges' decision, the judges may determine another winner for the unclaimed prize. A winner of any unclaimed prize will be the prize winner for the purpose of these Terms and Conditions.

20. If there is any event that prevents or hinders the Promoter's conduct of the Competition or the Promoter's ability to deliver the prizes to the prize winners, the Promoter may, in its discretion, cancel the Competition and recommence it at another time under the same conditions or select another winner.

21. The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error that may occur in the course of the administration of this Competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.

22. To the full extent permitted by the law, the Promoter will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or inconsequential) to persons or property as a result of any person entering into the Competition or accepting or using any prize, including without limitation non-receipt of any prize or damage to any prize in transit.