

Conditions of Entry

How to enter

1. By entering the competition, you agree to these **Conditions of Entry**, and represent and warrant to RACT that you are eligible to enter the competition based on these Conditions of Entry. If you do not agree with any part of these Conditions of Entry or are ineligible, you should not enter the competition.
2. **Eligibility:** You are only eligible to enter this competition if you:
 - a. are aged **18 years or older**, or are under 18 but have **parent or guardian consent** to enter;
 - b. any photograph or video that you submit was **taken by you**, (or you have **permission from the person who took the photograph or video** to submit the photograph or video); and
 - c. **all the people in your photograph or video** who can be clearly identified (if any) have given their **consent** for the photograph or video to be entered in the competition. If any of those people are under 18, consent must be provided by their parent or guardian.
3. **Entry:** To enter this competition, you must send your photograph(s) or video(s) (or a link to your video(s)) to RACT via:
 - a. Facebook messenger; or
 - b. Email to rowingact@gmail.com.
4. **Competition Period:** Entries will be accepted if they are received between 10 November 2017 and 5pm on 31 March 2018.
5. **Publication:** Acceptable entries will be published on the RACT Facebook page on a regular basis.

Photos and videos

6. All entries must meet the requirements set out in these Conditions of Entry. RACT may determine in its discretion whether each entry meets the requirements.
7. **Content:** All entries must be related to rowing in the ACT (eg photographs or videos from training, regattas or club events), or ACT paddlers rowing at interstate and/or international events.
8. **Date of creation:** There is no restriction on when a photograph or video was taken. However, it is preferable that the photo or video was taken after January 2017.
9. **Number of entries:** There is no restriction on the number of entries to the competition. However, entries that are spam or intended to cause technical disruptions to email servers will not be accepted.
10. **Unacceptable entries:** The following types of entries will not be accepted:
 - a. entries that contravene any law (this includes any content that infringes the copyright or intellectual property rights of any person, condones or promotes illegal activity, or is misleading, fraudulent or deceptive);

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- b. entries that are offensive, potentially defamatory or distressing, discriminatory, indecent or otherwise objectionable or inappropriate (this includes any content involving nudity, violence, swearing or an inappropriate message);
- c. entries that have already been named as finalists in a previous RACT competition.

Voting and winners

- 11. **Voting:** Members of the public can vote for their favourite photograph(s) and video(s) by clicking 'Like' on Facebook.
- 12. A member of RACT will count the number of votes on the last day of each month during the Competition Period and on the day before the Annual RACT presentation.
- 13. **Monthly winners:** The photograph with the most amount of 'Likes' in a particular month will be named the monthly winner. RACT may publish this photo in a Facebook post and as its cover photo.
- 14. **Overall winners:** The photograph and video with the most amount of 'Likes' on the day before the Annual RACT presentation will be named the overall winners of the competition. RACT may award the winners a prize at the Annual RACT presentation, publish the winning photo and video in a Facebook post, and publish the photograph as its cover photo.
- 15. RACT may, at any time, disqualify any entrant who, in the opinion of RACT, has not complied, or does not comply, with these Conditions of Entry or a law applicable to the entrant, or who has engaged in any unlawful or improper misconduct which jeopardises the competition.

Intellectual Property

- 16. By submitting an entry to this competition, you represent and warrant to RACT that you hold all intellectual property rights (including copyright) in each photograph or video that you submit to the competition. **If the photograph or video is not your original work, you must have permission from the original creator to use their photograph or video before you submit it to this competition.**
- 17. When you submit your entry, you may request that RACT publish your name and/or the title of your photograph or video.
- 18. You permit and consent to RACT reproducing and publishing your photograph(s) and video(s) on the RACT Facebook page, including as its cover photo, without charge.
- 19. You grant to RACT, a royalty-free, perpetual, irrevocable, worldwide licence (including a right of sub-licence) to use, reproduce, publish, distribute, communicate and display any photograph or video submitted to this competition in connection with any present or future promotion of RACT's photo and video competition.

Privacy

- 20. When you submit an entry, RACT will record and use your personal information (such as your name) for the purposes of including you in the competition. By submitting an entry, you consent to the:
 - a. use by RACT (and its employees, agents and contractors); and

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- b. disclosure to relevant third parties (such as to the attendees of the Annual RACT presentation and the viewers of the RACT Facebook page) at the discretion of RACT, of any personal information that is collected by RACT in the course of administering the competition for the purposes of:
 - c. verifying your eligibility to enter the competition;
 - d. communicating with you (such as to seek further information about you or your entry); and
 - e. advising you of, and announcing at the Annual RACT presentation and on the RACT Facebook page, the outcome of the competition.
- 21.** Copies of all entries, your name and any correspondence between you and RACT will be stored by RACT.
- 22.** RACT will handle personal information in accordance with its privacy policy (published on our website).

Modification or cancellation

- 23.** RACT may exercise its discretion, at any time:
- a. to modify, suspend, postpone or cancel this competition without notice to entrants; and
 - b. change or amend these Conditions of Entry without notice to entrants.
- 24.** You may withdraw your entry at any time by notifying RACT via Facebook message or email to rowingact@gmail.com.

Liability

- 25.** To the extent permitted at law, RACT excludes all liability to you for any loss, damage, claim or expense that you suffer or incur in connection with this competition.
- 26.** You indemnify RACT on demand against all claims directly or indirectly incurred or suffered by RACT in respect of:
- a. any infringement by you of any intellectual property rights of any other person in respect of any photograph(s) or video(s) entered into the competition;
 - b. the use of the photograph(s) or video(s) by RACT; and
 - c. any breach of these Conditions of Entry.
- 27.** You release RACT from any liability, cost, damage, loss or expense arising out of, or in connection with, entry into this competition and the use of any photograph(s).