

ALLCON GROUP PHOTO COMP - Terms & Conditions

General

- 1.1. This photography competition is conducted by ALLCON GROUP PTY LTD (ABN 104758656974) ("*Promoter*")
- 1.2. Information on how to enter and on prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
- 1.3. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
- 1.4. The Promoter reserves the right to amend these Terms and Conditions. The Promoter may also cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affects the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.

Who can enter?

- 2.1. ALLCON GROUP PHOTO COMP is open to any persons residing within Australia.
- 2.2. There is no age limit on entering ALLCON GROUP PHOTO COMP. For participants under 18 years of age a parent or guardian consent is required. The consenting guardian is then bound by these Terms and Conditions.

How to enter

- 3.1. Entries will be accepted from 6th March 2020 to 5th May 2020. No entries will be accepted after 11:59pm 6th May 2020.
- 3.2. Entries must be entered via email (comp@allcongroup.com.au)

Submission guidelines

- 4.1. Each entry must be an original photograph produced entirely by the entrant. It must not contain any trademarks or copyright material owned whole or in part by a third party or violate any persons' rights of privacy.
- 4.3. All details provided by the entrant must be true and accurate.
- 4.4. The entrant is responsible for determining the appropriate permissions or Model Release for their entries if required. ALLCON GROUP does not request Model Release forms with entries.
- 4.5. Images submitted with watermarks or branding on them will not be considered for judging and will be disqualified.
- 4.6. The image must not plagiarise the work of any other person.

Judging

- 5.1. Judging process will be decided by the ALLCON GROUP judging team
- 5.2. The judging teams is final and binding. Prizes are not transferable or exchangeable and for cash. Prizes will be sent to the winner's nominated address.

Rights

- 6.1. All copyright transfers to ALLCON GROUP.
- 6.2. ALLCON GROUP asserts claims to the rights of any image entered into the competition.
- 6.3. ALLCON GROUP can use entered images on print and digital media related to the ALLCON GROUP and other related entities.
- 6.4. ALLCON GROUP will not be liable for any third-party misuse of images.
- 6.5. Each entrant acknowledges that ALLCON GROUP is under no obligation to use their entry.

External links and social networking sites:

7.1 This site contains links to other sites. ALLCON GROUP is not responsible for the privacy practices or the content of such web sites. ALLCON GROUP is also active in several social networking spaces such as Facebook, LinkedIn, Instagram, YouTube and Wistia. Please be aware that ALLCON GROUP is not responsible for the privacy practices on these external platforms and users should familiarise themselves with each platform's conditions prior to contributing in these spaces.

Privacy Collection Statement

8.1. By submitting an entry into this competition, you consent to receive promotional and other marketing messages from ALLCON GROUP. Entrants will be able to opt-out at any time by following the instructions included in each message sent by ALLCON GROUP.

8.2. ALLCON GROUP and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at allcongroup.com.au.

Liability and Governing Law

9.1. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('Non-Excludable Guarantees').

9.2. In respect to this competition, except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; or (d) any tax liability incurred by a winner or Entrant.

9.3. The Competition is governed by the laws of Victoria, Australia. Each entrant irrevocably agrees that the courts of Victoria shall have exclusive jurisdiction to hear and

decide any suit, action or proceedings and/or to settle any disputes which may arise out of or in connection with the Competition and, for these purposes, each entrant irrevocably submits to the exclusive and binding jurisdiction of the courts of Victoria.