



‘Nature in Focus Photography Competition’

Ts & Cs

COMPETITION TERMS & CONDITIONS

Schedule to Terms & Conditions of entry Promotion name Nature in Focus Photography Competition

Eligible States/Territories National

Promotion period Start: 19 August 2024 9:00 AM AEST
End: Midnight of November 1 2024.
No entries will be accepted outside this time.

Website address www.conservationvolunteers.com.au

Promoter Conservation Volunteers Australia ABN: 93006058135 PO Box 423 Ballarat VIC 3353

Eligible entrants Entry to the Promotion is open to Australian residents in all eligible states/territories who fulfil the method of entry requirements.

Details of prizes

The best entry/entries as determined by the judges will be deemed the prize winner(s) and will win:

Prizes for thematic category of Oceans, Wetlands and Rivers:

K – Year 2

FIRST PLACE: \$200.00

SECOND PLACE: \$150.00

THIRD PLACE: \$100.00

Year 3 – Year 6

FIRST PLACE: \$200.00

SECOND PLACE: \$150.00

THIRD PLACE: \$100.00

High School (Years 7 –12)

FIRST PLACE: \$300.00

SECOND PLACE: \$250.00

THIRD PLACE: \$200.00

Adult Smartphone: \$500.00

Adult Professional: \$500.00

Prizes for thematic category of Sustainability:

K – Year 2

FIRST PLACE: \$200.00

SECOND PLACE: \$150.00

THIRD PLACE: \$100.00

Year 3 – Year 6

FIRST PLACE: \$200.00

SECOND PLACE: \$150.00

THIRD PLACE: \$100.00

High School (Years 7 –12)

FIRST PLACE: \$200.00

SECOND PLACE: \$150.00

THIRD PLACE: \$100.00

Adult Smartphone: \$500.00

Adult Professional: \$500.00

Prizes for thematic category of Species and Habitats:

K – Year 2

FIRST PLACE: \$200.00

SECOND PLACE: \$150.00

THIRD PLACE: \$100.00

Year 3 – Year 6

FIRST PLACE: \$200.00

SECOND PLACE: \$150.00

THIRD PLACE: \$100.00

High School (Years 7 –12)

FIRST PLACE: \$200.00

SECOND PLACE: \$150.00

THIRD PLACE: \$100.00

Adult Smartphone: \$500.00

Adult Professional: \$500.00

Schools of FIRST PLACED students will win a gift voucher for a local nursery (valued at \$200.00), plus a Nature Blocks for Schools information package and lesson plan.

Additional Prizes:

Lyn Beazley Encouragement Award: \$400.00

Peoples Choice Awards: \$500.00

Total number of prizes	44
Total prize value	Total prize pool (inc GST): \$10,050
Method of entry	To enter, an entrant must, during the promotional period: Take and submit 1 photograph relating to the above categories. Entries submitted via email will not be accepted.

Terms & Conditions of entry

1. Information on how to enter and prize details form part of these terms & conditions (Terms of entry). The Terms must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between these Terms and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of entry.
2. Entry is open only to legal residents of the Eligible States/Territories who satisfy the Method of entry. Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion, including the terms and conditions providers TPAL (Trade Promotions and Lotteries Pty Ltd) are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
3. The Promotion will be conducted during the Promotion period.
4. The time zone applicable to any time stated, relates to the state or territory where the Promoter is located, unless expressly stated to the contrary.
5. The Prize/s are specified in the Details of prizes section of the Schedule.

6. The total prize pool is specified in the Total prize value section of the Schedule.
7. Entrants agree to comply with any conditions which accompany the Event.
8. Neither the Promoter nor the voucher provider is liable for any voucher that has been stolen, forged, lost, damaged or tampered with in any way.
9. Entrants are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.
10. The entrants must follow the Method of entry during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.
11. The time of entry will be deemed to be the time the entry is received by the Promoter.
12. Entrants may submit up to the Maximum number of entries (if applicable).
13. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
14. The prize(s) will be awarded to the best entry/entries as judged in accordance with the Prize selection details. Entries must not have been published previously and/or have been used to win prizes in any other competitions. The judges reserve the right to disqualify any entrant submitting an entry which, in the opinion of the judges, includes objectionable content or does not meet the criteria relating to the method of entry. The judges' decision is final and no correspondence will be entered into.

15. The winner does not need to be present at the selection unless expressly stated to the contrary.
16. The winner(s) will be notified in accordance with the Notification of winners and Notification of unclaimed prize winners (if applicable) sections of the Schedule. Notification to winners will be deemed to have occurred on the later of the time the winner receives actual notification from the Promoter or two business days thereafter. The notification will include details about how the prize(s) can be claimed.
17. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.
18. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
19. The winner(s) name and state/territory of residence will be published in accordance with the Public announcement of winners section of the Schedule (if applicable).
20. The promoter may conduct an Unclaimed prize selection in accordance with the Unclaimed prize selection section of the Schedule (if applicable). In the event the Unclaimed prize selection takes place, the Promoter will attempt to contact the winner(s) of the Unclaimed prize selection in accordance with the Notification of unclaimed prize selection section of the Schedule, and if applicable, the name and State/Territory of residency of any winner(s) of the Unclaimed prize selection will be published in accordance with the section of the Schedule entitled Public announcement of winners from unclaimed prize selection. If a prize is no longer capable of being redeemed, the new winner will receive a prize, as determined by the Promoter, of equivalent value (as if the original prize had been awarded to that person, less any administrative expenses incurred by the Promoter).
21. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (Warranties) regarding the Promotion and any prizes,

including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.

22. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.
23. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
24. The Promoter and its associated agencies and companies will not be liable for any delay, damage, or loss in transit of prizes.
25. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to

enforce any of its rights at any stage does not constitute a waiver of those rights.

26. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
27. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
28. As a condition of entering into this Promotion, entrants agree that their entry and related content can be used by the Promoter, or used by principal partner Chevron Australia Pty Ltd (including Chevron Corporation and its subsidiaries as well as joint venture partners). The Promoter and Partners reserves the rights to use the photo entries for any purpose. However, these will be used primarily for commercial purposes, and will credit – where possible – the entrant for the use of any content submitted.
29. Entrants consent to the Promoter using the personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes, including to third parties involved in the promotion and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter and principal partner Chevron Australia Pty Ltd (including Chevron Corporation and its subsidiaries as well as joint venture partners), including third parties may, for an indefinite period, unless otherwise advised, use the private information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.

30. The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 (cth) and Australian Privacy Principles.
31. The Promotion and these Terms of entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.
32. Facebook, YouTube, Instagram, TikTok or Snapchat may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, Instagram, TikTok or Snapchat; and to release Facebook, YouTube, Instagram, TikTok or Snapchat from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, Instagram, TikTok or Snapchat.