

## THE RIVERGUMS

### #RIVERGUMSADVENTURE PHOTOGRAPH COMPETITION

#### TERMS AND CONDITIONS

#### 1. PROMOTER

This competition is conducted by Cedar Woods Properties Limited ACN 009 259 081 of Ground Floor, 50 Colin Street, West Perth, Western Australia (**Cedar Woods**).

#### 2. ENTRANT

- (a) Participation is open to any Australian citizen or permanent resident of Australia, over the age of 18, who is not a director or employee (or the immediate family member of a director or employee) of Cedar Woods or any of its related bodies corporate (**Entrant**).
- (b) Cedar Woods reserves the right to confirm and verify that Entrants are over the age of 18 by requesting proof in writing. Entries of work authored by individuals who are deceased at the time of judging will be excluded from the competition.

#### 3. COMPETITION ENTRY

- (a) The competition commences at 9am AWST on 9 January 2019 and concludes at 5pm AWST on 20 February 2019.
- (b) Entry into the competition is free.
- (c) To enter, participants must take a picture as described on the project website [www.rivergums.com.au/photocompetition](http://www.rivergums.com.au/photocompetition) and must:
  - (i) post the picture to their own Facebook page and / or Instagram page with the hash-tag "#RivergumsAdventure";
  - (ii) ensure their own Facebook page and / or Instagram page is set to public in the privacy settings to ensure the image can be viewed openly by Cedar Woods
- (d) The entries will be viewed online and will be judged by Cedar Woods.
- (e) The entry must fulfil all competition requirements contained in these terms and conditions to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Cedar Woods.
- (f) The Entrant may enter multiple times.

#### 4. ENTRY REQUIREMENTS

- (a) Each entry must be an original photograph produced entirely by the Entrant. It must not contain any trademarks or copyright material owed wholly or in part by a third party or violate any person's rights of privacy.
- (b) Where there is an identifiable person in an entry, the Entrant is responsible for obtaining a signed Model Release to provide to Cedar Woods upon request (a Model

Release means a release signed by or on behalf of any person identifiable in a photograph).

- (c) The entry must not contain any identifiable information of the Entrant. Entries submitted with watermarks or branding on them will not be considered for judging. Entries containing names, trademarks, signage or other identifying marks of a property developer that is not Cedar Woods will not be considered for judging.
- (d) The entry must not contain any material or content that is infringing, threatening, false, misleading, abusive, harassing, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic, profane or otherwise objectionable.
- (e) The entry must not plagiarise the work of any other person.
- (f) The entry must not contain any material that could constitute or encourage conduct which would be considered a criminal offence, give rise to civil liability or otherwise violate any law either of Western Australia or Australia.
- (g) The Entrant must not upload or send any content which might disturb or damage Cedar Woods's website or reputation.
- (h) Entries that are found to have been derived from the designs or work of a third party, or otherwise breach these Terms and Conditions, will be considered invalid and, if awarded a prize, that prize must be returned to Cedar Woods.
- (i) The winners may be required to sign a statutory declaration regarding the originality of the entry
- (j) Cedar Woods reserves the right in its sole discretion to disqualify any individual who Cedar Woods has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. Cedar Woods's legal rights to recover damages or other compensation are reserved. Without limiting the generality of the foregoing, Cedar Woods reserves the right to take legal action against anyone found to have breached clause 4 of these terms and conditions.

## **5. JUDGMENT PROCESS**

- (a) The entries will be judged by Cedar Woods administration team who will determine the weekly winners.
- (b) The judging process will not be based on chance. There will be no correspondence between Entrants and judges throughout this process. The judges' decision in relation to any aspect of the competition is final and binding on each person who enters
- (c) Cedar Woods does not accept responsibility for late, lost or misdirected entries.

## **6. PRIZES**

- (a) There are 6 weekly prizes of \$50 Visa card each. 1 weekly prize winner will win 1 x \$50 Visa card each week.
- (b) The weekly prize nomination will be as follows:
  - (i) 1 \$50 Visa card on 18 January 2019;
  - (ii) 1 \$50 Visa card on 25 January 2019;
  - (iii) 1 \$50 Visa card on 1 January 2019;
  - (iv) 1 \$50 Visa card on 8 February 2019;

- (v) 1 \$50 Visa card on 15 February 2019; and
- (vi) 1 \$50 Visa card on 22 February 2019.
- (c) The prize(s) may not be transferred or exchanged and cannot be redeemed as a cash prize. Any ancillary costs associated with redeeming the prize, except for the cost of delivery, are not included in the prize and the winner(s) must pay any such costs.
- (d) If for any reason the advertised prize is unavailable, Cedar Woods reserves the right to substitute the prize with a prize of equal value to the original prize and such value may be determined by Cedar Woods in its absolute discretion.

## **7. WINNERS**

- (a) The winners will be announced within 24 hours of Cedar Woods administration awarding a prize. The winners will be announced on The Rivergums facebook page- <https://www.facebook.com/The-Rivergums>. The winners must set an appointment with The Rivergums Sales Office within 24 hours of the winner being announced to collect the prize and must present with a valid identification document.
- (b) Winners that do not make contact within the 24 hours from announcement risk forfeiting the prize for another entrant to be announced in their place.
- (c) Cedar Woods reserves the right to redeem all unclaimed prizes and proceed to allocate them as how they deem fit.

## **8. INTELLECTUAL PROPERTY**

- (a) By submitting a photograph online and into this competition through the use of the #RivergumsAdventure hash-tag and therefore taking part in the competition, the Entrants thereby grant to Cedar Woods a non-exclusive, perpetual, irrevocable, royalty-free license to use, reproduce, publish, adapt and communicate the photograph anywhere in the world.
- (b) The Entrants acknowledge and agree that Cedar Woods is free to use the photographs and to exercise its rights in relation to use of the photographs.
- (c) The Entrants agree to execute any documentation required to give effect to Cedar Woods's rights under this clause, including a waiver of moral rights if required by Cedar Woods.

## **9. PRIVACY POLICY**

Any information collected from this competition will be collected, disclosed and used in accordance with the Cedar Woods's privacy policy, which is available at the following website: [www.cedarwoods.com.au/privacy](http://www.cedarwoods.com.au/privacy).

## **10. LIABILITY AND GOVERNING LAW**

- (a) These terms and conditions, together with the entry form and competition website, govern the competition and are intended to be a legally binding agreement.
- (b) The Entrant accepts these terms and conditions by entry into the competition.
- (c) Cedar Woods and its related bodies corporate will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss), or for any personal injury suffered or sustained in connection with this competition except for any liability which cannot be excluded by law.
- (d) Other than statutory and other warranties that cannot be excluded by law, Cedar Woods and its related bodies corporate assume no responsibility for any incorrect or inaccurate information, either caused by an Entrant or as a result of any of the

systems, equipment or programming associated with or utilised in this competition, or for any technical or human error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line, computer line, mobile telephone or satellite network failure, software, server or provider failure, theft or destruction or unauthorised access to or alteration of entries.