

JCU Centre for Rural and Remote Health

2020 Photo Competition

INTRODUCTION

1. The promoter is James Cook University ABN 46 253 211 955 (through its Centre for Rural and Remote Health), of Mt Isa Hospital campus, Joan Street, Mount Isa, 4825 ("**Promoter**").
2. Information on how to qualify, forms part of these Terms and Conditions. Persons who enter the JCU Centre for Rural and Remote Health 2020 Photography Competition ("the **Competition**") are deemed to accept these Terms and Conditions. If there is any conflict between these Terms and Conditions and any other published material, these Terms and Conditions prevail.
3. Subject to these Terms and Conditions, the Promoter is offering a single prize of a new Akubra hat (valued up to a maximum amount of \$AUD 300.00). The Promoter will consult with the winner and the supplier regarding size and colour of the hat and in the event of any dispute the promoter reserves the right to determine the style and characteristics of the hat.
4. The Competition commences on 1 February 2020 at 09.00am (AEST) and ends 31 December 2020 at 10.00pm (AEST) ("**Competition Period**").

Eligibility and Participation

5. Entry is only open to University students who are completing a student placement with the Centre for Rural and Remote Health ("**Entrants**"). The employees and office holders (and their immediate families) of the Promoter and its related entities are ineligible to enter the Competition.
6. Entries may not be acknowledged or returned by the Promoter. Entrants have the obligation to ensure entries are received on time.
7. The Competition is focussed on the activities and experiences of university students on placement with the Centre for Rural and Remote Health and is seeking images of students' experiences whilst on placement depicting images of learning and/or cultural activities undertaken whilst on placement.
8. To enter the Competition, Entrants must, during the Competition Period, upload to the Promoter's competition website at <https://www.crrh.jcu.edu.au/news-events/crrh-photo-competition-2020/> before 10.00pm AEST 31 December 2020 a photograph of the Entrant in a scene that satisfies the requirements of clause 7 (the "**Image Entry**").
9. Entrants must upload their Image Entry as an appropriate JPEG, or JPG. The minimum file size requirement for Image Entries is 2MB Hi Res JPEG files. All Image Entries must be submitted with the Entrant's name, contact details and the location in which each Image Entry was taken.
10. Entrants must ensure that any other individuals who appear in an Image Entry consent to the photograph being submitted by the Entrant as an entry in the Competition. Where persons under the age of 18 also appear in the Image Entry, parental or guardian consent in the form of a talent release form will need to be provided as a condition of entry into the competition.
11. Image Entries that:

- (a) contain images of persons that the Promoter, in its absolute discretion, considers to be under the age of 18 and not submitted with parent or guardian consent;
- (b) are, at the sole discretion of the Promoter deemed incomplete, illegible or incomprehensible; or
- (c) infringe the intellectual property rights of any third party, or include material that is obscene, offensive, discriminatory or contravenes any law or is otherwise objectionable, as determined by the Promoter in its absolute discretion,

will be deemed invalid and will not be included in the judging.

12. A person may submit an unlimited number of Image Entries. There will only be one (1) Image Entry selected as the winning entry out of all Image Entries received during the Competition Period.

Date, time, and place of judging

13. A panel of judges, convened by the Promotor, will select the most creative Image Entry. Judging will take place on Monday 11 January 2021 at 10.30 am at the Centre for Rural and Remote Health, Joan Street Mount Isa.
14. Each Image Entry will be individually judged based on originality and creative merit. The judges' decision in relation to all aspects of this Competition is final and binding on all who enter and no correspondence will be entered into.
15. The winner will be notified in writing within two (2) business days of the judging panel's decision, and their name will be announced on JCU Centre for Rural and Remote Health Instagram account: <https://www.instagram.com/jcu.....> / ("JCU Centre for Rural and Remote Health Instagram Page") and JCU Centre for Rural and Remote Health Facebook account <https://www.facebook.com/CRRHJCU/> ("JCU Centre for Rural and Remote Health Facebook page").
16. The prize, is not transferable or exchangeable and cannot be taken as cash. If receipt of it incurs a tax liability, the relevant recipient of the prize is liable for payment of such tax.
17. Entrants acknowledge that the prize may come with a product warranty that may include terms and conditions regarding use maintenance and care of the prize. Entrants agree to be bound by those terms and conditions and any disputes arising out of those terms and conditions must be directed to the manufacturer/supplier. The Promoter has no responsibility for resolving such disputes.
18. The Promoter reserves the right to substitute any prize with another incentive of the same value.

Privacy

19. The Promoter is committed to protecting your personal information and is bound by the Information Privacy Act 2009 (Qld). The Promoter's privacy policy is available on the website www.jcu.edu.au and further details of how the Promoter will collect, store, use and disclose personal information can be found there.
20. Personal information is collected in connection with entry into the Competition for the purpose of conducting the Competition and the other purposes specified below. If the personal information requested is not provided, then a person will be ineligible to participate in the Competition.
21. By entering into the Competition, each Entrant consents to:

- (a) the Promoter disclosing the Entrant's personal information to the prize supplier (if the Entrant's Image Entry is chosen as a winning entry);
- (b) the Promoter publishing the Entrant's name and Image Entry (which will contain the Entrant's image) on the Promoter's Instagram account and Facebook account; and
- (c) the Promoter including the Entrant's Image Entry (which will contain the Entrant's image) in any marketing and promotional material (including online material) produced by or for the Promoter.

Intellectual Property

22. Each Entrant warrants to the Promoter that their Image Entries (including but not limited to the photograph provided) and any other work subsequently submitted is an original artistic work of the Entrant, has not been wholly or partially copied from any other design or artistic work, that the Entrant owns all intellectual property rights including any copyright in their Image Entries and that they do not infringe the intellectual property rights of any third party. Each Entrant agrees to indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranties set out in this condition.
23. By entering into the Competition each Entrant agrees to grant to James Cook University a non-exclusive, royalty-free, worldwide licence without charge to use, reproduce, publish and display any or all of their Image Entries for use in marketing materials pertaining to the Competition and James Cook University Centre for Rural and Remote Health.

General

24. This Competition is not available in conjunction with any other promotion or offer, and the Promoter reserves the right to disqualify any person from receiving a prize:
- a. if it suspects fraudulent activity; or
 - b. for a breach of these Terms and Conditions; or
 - c. if it decides the person has not acted in good faith; or
 - d. for any false or misleading conduct of any kind.
25. The Promoter reserves the right in its sole discretion or subject to any written directions from a regulatory authority, to modify, suspend, terminate, withdraw, or cancel the Competition at any time without notice.
26. The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in the Competition, or for any technical error that may occur in the course of the administration of the 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 unauthorized access to or alteration of entries.
27. Except for any liability which cannot be excluded by law, the Promoter, (including its officers, employees and agents) will not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) including any loss of enjoyment, loss of opportunity, or any personal injury suffered or sustained in connection with the Competition.

28. Each Entrant agrees to indemnify and hold the Promoter harmless from and against any claims, liabilities, damages, losses, and expenses, arising out of or in any way connected with their participation in the Competition, a breach of these Terms and Conditions, or for any breach of any third party rights including any third party's intellectual property rights.
29. Except if prohibited by any law, these Terms and Conditions may be varied by the Promoter at any time without notice.