

## 2024 'Picturing Respect' – Photography Competition Terms and Conditions

### Competition

1. La Trobe University (ABN 64 804 735 113) (**La Trobe**) is conducting a competition called the "**Picturing Respect Photography Competition**" (**Competition**).
2. The Competition is open from 12:00am AEST 21 October 2024 to 11:59pm AEST 11 November 2024 ("**Competition Period**"). Any Entry received after the expiry of the Competition Period will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected entries. La Trobe reserves the right to extend the Competition Period in its sole discretion.
3. These terms and conditions apply to the Competition and by submitting your Entry, you agree to be bound by these terms and conditions (**Terms**). Any Entry that does not comply with these Terms may be deemed invalid and ineligible to win a prize.

### Entry

4. This Competition is open to:
  - a. currently enrolled La Trobe students; and
  - b. currently employed La Trobe staff members, except for staff members in the Health, Wellbeing and Inclusion team.
5. Entrants less than 18 years old must obtain the consent of a parent or guardian to enter. La Trobe may request photographic ID as proof of an entrant's age and written evidence of parental or guardian consent (if applicable). Any entrant that is unable or unwilling to provide the requested information will not be eligible to win a prize.
6. To enter, Entrants must (**Entry**):
  - a. be logged into their La Trobe student or staff account to register online via <https://forms.office.com/r/3yByTL7ja2>;
  - b. submit one (1) photograph taken by themselves that reflects the theme "Respect is..." in conjunction with the *Respect Women: 'Call it Out' (Respect Is)* campaign promoted by Respect Victoria; and
  - c. provide a short description to your Entry.More information about the Respect Victoria campaign can be found via: <https://www.respectvictoria.vic.gov.au/campaigns/16-days-activism-against-gender-based-violence>.
7. Entries that do not satisfy the Entry requirements will be ineligible to win a prize.
8. Entry into the Competition is free and entrants may enter the Competition once only.
9. If there is a dispute concerning the identity of the person who submits an Entry, the Entry will be deemed to have been submitted by the owner of the email account on which the Entry is posted.

### Prizes

10. The prizes for the La Trobe staff and student categories consist of (**Prizes**):
  - a. **First Prize:** One (1) Coles Myer gift voucher valued at \$250.00;
  - b. **Second Prize:** One (1) Coles Myer gift voucher valued at \$100.00; and
  - c. **Third Prize:** One (1) Coles Myer gift voucher valued at \$50.00.
11. The Prizes cannot be redeemed for cash and La Trobe takes no responsibility for a Prize Winner not using the Prize before its expiry date.

12. La Trobe may, in its discretion, refuse to award a prize or require return of a prize from any entrant or awardee due to any actual or suspected breach of these Terms, any fraud or dishonesty of the entrant or other non-entitlement of the entrant or awardee.
13. Each entrant acknowledges and agrees that any prize(s) provided by a third party is subject to the terms and conditions of the relevant third party. If there are any inconsistencies, the terms and conditions of the third-party provider prevails over these Terms
14. La Trobe accepts no responsibility for any delay or failure by the third party to deliver the Prize or otherwise concerning the Prize itself.

### **Selection**

15. This Competition is a game of skill only and chance plays no part in determining the Prize Winners. Each valid Entry will be individually judged based on:
  - a) creativity and originality;
  - b) aesthetic merits of the Entry; and
  - c) best representation of the *Respect Women: 'Call it Out' (Respect Is)* campaign promoted by Respect Victoria.
16. La Trobe will judge all valid entries received within the Competition Period and selection will take place within **2 weeks** after the end of the Competition Period. La Trobe will select up to 3 winners each to win the Prize in the La Trobe staff category and the La Trobe student category (**Prize Winners**).
17. For the avoidance of doubt, each Prize Winner is only entitled to one prize.
18. The Prize Winners will be notified within **4 weeks** after the end of the Competition Period by email to their staff or student email account. Prize Winners will also be published on La Trobe's website and social media accounts.
19. The decisions of La Trobe regarding entrant eligibility and Prize Winners are final and will be binding on each entrant. No correspondence or communications will be entered into. If after reasonable efforts a Prize Winner cannot be contacted, cannot accept a prize or is deemed to be ineligible to enter the Competition, La Trobe reserves the right to select a different Prize Winner and will publish the details of any different Prize Winner on La Trobe's website.
20. If any event prevents or hinders the Competition or La Trobe's ability to deliver a prize, La Trobe may in its absolute discretion cancel the Competition, select another Prize Winner or provide a similar prize of equivalent value.

### **Entry Warranty**

21. By entering the Competition and submitting an Entry, each entrant warrants to La Trobe that:
  - (a) (if they are below 18 years of age) they have the permission of their parent or guardian to enter the Competition;
  - (b) all details provided with their Entry are true and accurate;
  - (c) they own or have the right to submit their Entry for this Competition;
  - (d) they will comply with these Terms and Conditions;
  - (e) their Entry is original and created by them; and
  - (f) their Entry and La Trobe's use of their Entry will not:
    - infringe any person's copyright or other intellectual property rights;
    - infringe any person's privacy rights or any applicable privacy laws; or
    - breach any other laws.
22. Any entries deemed by La Trobe to be inappropriate, offensive or in breach of any applicable laws, regulation or these terms and conditions will be excluded from the Competition.

## **Entry licence**

23. Each entrant grants to La Trobe a perpetual, royalty-free licence (including a right to sublicense) to use, reproduce, publish and communicate the Entry, in any format whatsoever, for the purpose of:
  - a. this Competition; and
  - b. La Trobe's marketing and promotional purposes, including but not limited to:
    - i. publish their winning Entry on the La Trobe website and/or newsletter;
    - ii. posting the Entry on La Trobe's social media accounts;
    - iii. publicly exhibiting the Entry at University premises or events or
    - iv. any use or performance in connection with those purposes.
24. La Trobe agrees to acknowledge the entrant as the author of the Entry. La Trobe does not seek ownership or assignment of the Entry and agrees to comply with your moral rights in the Entry.
25. La Trobe may require the Prize Winners to enter into a separate written agreement with La Trobe to give effect to the Entry Warranty and licence in clauses 21 to 24 above and the Prize Winner agrees to sign any further agreement for that purpose.

## **Personal information**

26. Each entrant consents to La Trobe using any personal information supplied or connected with their Entry for the purposes of the Competition and for La Trobe's marketing and promotional purposes. La Trobe handles personal information in accordance with its Privacy Policy and Procedure which is available at: <https://policies.latrobe.edu.au/document/view.php?id=1>

## **Disclaimer and liability**

27. La Trobe accepts no responsibility for invalid, misdirected, lost or delayed entries, any incorrect or inaccurate information, any equipment or technical error, or for any defect in, theft, destruction, unauthorised access to or alteration of any entry.
28. To the extent permitted by law, La Trobe will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or indirect) to persons or property as a result of any person entering the Competition or accepting or using any prize, including without limitation non-receipt of any prize.
29. To the extent permitted by law, all warranties in respect of the prize, whether express, implied, statutory or otherwise, are excluded. To the extent such warranties cannot be excluded by law but liability can lawfully be limited, liability is limited at La Trobe's option to replacing the prize or the cost of replacing the prize or acquiring an equivalent item.
30. The Competition is in no way sponsored, endorsed or administered by, or associated with, La Trobe's social media channels, including Respect Victoria, Facebook and Instagram, and any questions, comments or complaints regarding the Competition should be directed to La Trobe.
31. Each entrant releases Respect Victoria, Facebook and Instagram from any and all liability for any loss, damage or injury arising out of or in relation to the Competition.
32. This competition is conducted under, and must be construed by, the laws of the state of Victoria and the laws of Victoria govern the terms and conditions of this Competition.
33. To the extent of any inconsistency between these Terms and Conditions and any other information, documents communications or representations relating to the Competition, these Terms and Conditions shall prevail.