



Terms and Conditions

1. This document sets out the terms of participation in the Arafura Times “#LoveGove Photo Competition” competition.
2. The promoter of this Competition is the Arafura Times (the “Promoter”) (98 323 812 426), in East Arnhem Land, Australia.
3. Entry to the Competition is open to current residents (hobby photographers) of the Arafura Times publication area. An entrant must be an individual and not a company or organisation. Entrants under 18 years of age must have the consent of their parent or guardian to enter. Employees of the Promoter or any person directly associated with the Competition, or any organisation or individual directly associated with the provision of the prize(s) are not eligible to enter.
4. Each entry must be entered in accordance with these Terms and Conditions. By entering the Competition, each entrant agrees to be bound by these Terms and Conditions. The Promoter may in its discretion refuse to award any prize to any entrant who fails to comply with these Terms and Conditions. All relevant instructions on the website of the Promoter, and supporters of the competition, form part of these Terms and Conditions.
5. Entry into the Competition is free.
6. The Competition opens at 5pm on Wednesday 10 February 2016 and closes at 12 mid-day on Monday 6 April 2016 (“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.
7. To enter the Competition, you must:
 - (a) Email a photograph taken in East Arnhem Land to editor@arafuratimes.com.au within the competition period.
 - (b) Ensure the photograph(s) are no more than 1MB.
 - (c) Include your name, telephone number and a description of where the photo was taken.
 - (d) Enter no more than 20 images per person.
 - (e) Have a relevant Permit (i.e. Dhimurru) to have entered the area where the photograph was taken, and all relevant approvals for the use of the image.
 - (f) Not use any watermarks on the image, including placing a name or logo on the image.
 - (g) Not promote voting on your image.
8. By submitting the Photo to the Promoter, you grant the Promoter and its licensees and assignees a non-exclusive licence to exercise all rights in perpetuity throughout the world in the Photo and all other material provided by you to the Promoter at any time.
9. Without limiting the rights granted to the Promoter under point 8, you specifically agree that point 8 grants to the Promoter and its licensees the non-exclusive right throughout the world to communicate the Photo in whole or in part to the public on any media platform and you grant to the Promoter all associated rights necessary to exercise the above rights.
10. The entrant whose Photo is judged to be a ‘winner’ by the Promoter will win a prize (“Prize Winner”). The Promoter will rely on voting by the public to judge winners. Images with the most votes will be eligible for a prize. Voting will be undertaken at a public event following 6 April 2016, and may be supported by an online vote (at the Promoter’s discretion).
11. Chance plays no part in determining the prize winners. Each person entering the competition can win up to one prize only.
12. The Prize Winner categories include:
 - (a) Overall Winner - a night at Banubanu Wilderness Retreat including transfers and meals – valued at \$1,000
 - (b) Runner up – One hour scenic flight for 2 adults and 2 children valued at \$700
 - (c) Vertical Category Winner – Your entry will be printed on a window of the Nhulunbuy Corporation offices
 - (d) Junior Category Winner – One Go-Pro Hero Action Camera (water resistant) valued at \$196
13. The Promoter accepts no responsibility for any variation in prize value.
14. No component of the prizes can be transferred or redeemed for cash. In the event that the prizes become unavailable due to circumstances beyond the Promoter’s control, the Promoter reserves the right to provide a similar product to the same or greater value as the original prizes, subject to any applicable laws or written directions made under applicable legislation.
15. The Promoter reserves the right to amend these Terms and Conditions.



Terms and Conditions (continued)

16. You warrant that:

- (i) all details provided with your entry are true and accurate;
- (ii) you have all necessary rights and licenses to grant the rights set out in these Terms and Conditions;
- (iii) the Photo is an original work;
- (iv) you are the copyright owner or authorised licensor of all copyright works and subject matter comprising the Photo;
- (v) the exercise of the rights granted to the Promoter in these Terms and Conditions will not infringe the rights of any third parties; and you will indemnify the Promoter against any loss or damage resulting from any breach of these warranties.

17. You acknowledge that the Promoter is under no obligation to exercise any of the rights granted to it by these Terms and Conditions.

18. You agree that the Promoter may use your entry and any personal details provided to the Promoter for any promotional, marketing and publicity purposes of the Promoter in any media without notice and without any fee paid to you.

19. Decisions of the Promoter are final and will be binding on each person who enters the Competition and no correspondence will be entered into. The name of the prize winners will be announced in the Arafura Times on Wednesday 27 April 2016. Please allow at least 28 days from the date of notification for the delivery of the prizes.

20. In the event that a prize winner is unable to be contacted, the Promoter will retain the prize for three (3) months from the date of the Promoter's decision. If any prize is not claimed within three (3) months of the date of the Promoter's decision, the Promoter may determine another winner for the unclaimed prize. A winner of any unclaimed prize will be the prize winner for the purpose of these Terms and Conditions.

21. If there is any event that prevents or hinders the Promoter's conduct of the Competition or the Promoter's ability to deliver the prizes to the prize winners, the Promoter may, in its discretion, cancel the Competition and recommence it at another time under the same conditions or select another winner.

22. The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error that may occur in the course of the administration of this Competition.

23. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.

24. To the full extent permitted by the law, the Promoter and the competition supporters will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or inconsequential) to persons or property as a result of any person entering into the Competition or accepting or using any prize, including without limitation non-receipt of any prize or damage to any prize in transit.