

Public

## **Africultures Festival Photo Competition - Terms and Conditions**

### **1. Introduction:**

These terms and conditions apply to the Africultures Festival Photo Competition (Competition) conducted by researchers at the University of Technology Sydney (the Promoter). By participating in the Competition, you acknowledge and agree to these terms and conditions.

### **2. Eligibility:**

The Competition is open to individuals who attended the Africultures Festival on 2 September 2023; and provided a valid email address or phone number for contact purposes. Only one (1) entry per person is permitted. Incomplete, indecipherable, or ineligible entries will be deemed invalid.

### **3. How to Enter:**

To participate, entrants must:

1. Take a photograph at any Food Stall, Market Stall or UTS Business School Stall during your visit to the Africultures Festival
2. Post your snapshots on Instagram using #AfricanFestivalAU and tag @UTSBusinessSchool in your posts.
3. Make sure to follow @UTSBusinessSchool on Instagram to be in the running for a prize.

### **4. Duration of entry period**

The entry period for the prize draw is from Saturday 2 September 10AM AEST to Saturday 2 September 5PM AEST, 2023.

### **5. Participation and Entry:**

Participation in the Competition is voluntary. To enter the prize draw for a chance to win UTS branded merchandise.

**6. Rights to Photographs:** By entering the Competition, participants grant UTS Business School the right to use, reproduce, and publish their submitted photographs for promotional and marketing purposes, both online and offline, without compensation.

### **7. Prize Draw and Winner Selection:**

Winners will be selected based on the creativity, quality, and relevance of their submitted photographs. Winners will be announced on the UTS Business School Instagram page and will be notified through a direct message on Instagram within 1 hour of being selected. Winners must respond before the end of the event (6PM 2nd Sept 2023) otherwise, an alternate winner may be chosen. The awarding of the prize is not open to:

- employees of the Promoter;
- parties to whom the Promoter has contracted work in relation to the Promotion;
- parties who are otherwise directly involved with this Promotion; or
- any immediate family member of the above-mentioned parties.



#### **8. Date, time and place of notification and publication of Winners:**

The winners will be announced at 10AM AEST on Monday 11 September 2023 at UTS, Building 8, Platform 14/28 Ultimo Rd, Ultimo NSW 2007. Winners will be identified by a panel of judges. Winners will be notified via the contact details provided in the Competition. If a winner does not respond within 14 days of the notification, the prize may be forfeited, and an alternate winner may be selected.

#### **9. Prize Redemption:**

Prizes are not transferable or exchangeable and cannot be redeemed for cash. The prize will be delivered to the winners via the contact details provided.

#### **10. Cost**

There is no cost or fee to enter the Promotion.

#### **11. Data Use and Consent:**

By participating in the Competition, you consent to the use of your responses for research purposes. Your responses will be treated confidentially. Participation in the Competition will not affect your relationship with the researchers or any organizations involved.

#### **12. Withdrawal:**

Participation in the Competition is voluntary, and you can choose to withdraw at any time without providing a reason.

#### **13. Privacy and Confidentiality:**

Participants' personal information will be collected and used in accordance with UTS's Privacy Policy. By entering the Competition, participants consent to the collection, use, and disclosure of their personal information for the purposes of the Competition.

**14. General Conditions:** UTS Business School reserves the right to disqualify any entry that violates the Competition's terms and conditions. The decisions of the judges are final and binding. UTS Business School reserves the right to modify or cancel the Competition at any time.

#### **15. Governing Law:**

These terms and conditions are governed by the laws of New South Wales, Australia.

#### **16. Exclusion of Liability**

- a) To the maximum extent permitted by law, the Promoter is not liable for any loss suffered or sustained by any Participant or any other person including but not limited to consequential (including economic) loss by reason of any act or omissions, deliberate or negligent, by the Promoter or its employees or its contractors or its agents in connection with supply of the prizes awarded to the prize winners.
- b) The Promoter's decision on all matters pertaining to this Promotion will be final.
- c) The Promoter is under no obligation to provide reasons for any of its decisions.
- d) The Promoter is under no obligation to engage in any form of correspondence whatsoever with Participants or their representatives in matters relating to the Promotion.
- e) A prize must be taken as offered and cannot be varied.



- f) A winner may be liable to declare a prize for tax purposes. The Promoter takes no responsibility for any tax payable on a prize. If any tax is payable on a prize, it is the sole responsibility of the winner. Independent financial advice should be sought.
- g) The Promoter accepts no responsibility if the prizes are lost, stolen, damaged or tampered with in any way.
- h) The Promoter does not take responsibility for misdirected mail or mail received late and the Promoter will not be liable for any loss resulting from transit of prizes.

### **17. Acknowledgement**

By participating in the survey, each Participant acknowledges that these terms and conditions are legally binding.