

Discover Frankston Photo Contest

Terms & Conditions

January 2021

Definitions

1. The 'Promoter' is Frankston City Council (ABN 4945 4768 065), 30 Davey Street, Frankston VIC 3199.
2. 'Promotion' means the Discover Frankston Photo Contest, facilitated by Frankston City Council (ABN 4945 4768 065), 30 Davey Street, Frankston VIC 3199
3. 'Entrant' means the party entering into this Agreement as an entrant of the Discover Frankston Photo Contest by way of uploading photos.

General

1. Information on how to enter makes up part of these Conditions of Entry. Entry into the Promotion is deemed acceptance of these Terms and Conditions.
2. Failure by the Promoter to enforce any of its rights under these Terms and Conditions at any stage does not constitute a waiver of those rights.

Eligibility

1. Employees of the Promoter and agencies associated with this promotion and their immediate families are ineligible to enter.
2. The Promotion is open to all ages and all residents and non-residents of Australia.
3. Photos must be taken within the Frankston City municipality which includes Frankston, Frankston South, Frankston North, Karingal, Seaford, Langwarrin, Langwarrin South, Skye, Sandhurst and Carrum Downs. Any entry which is found to be taken in a location outside the Frankston City municipality will not be an Eligible Entry.
4. The Promoter reserves the right, at any time, to verify the validity of entries and personal details concerning entrants; and, to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions, or who is believed to have tampered with the entry process.
5. The Promotion commences at 9am Australian Eastern Daylight Time (AEDT) on Friday 1 January 2021. Only entries that are received in accordance with these Terms and Conditions will be eligible for entry.
6. Each monthly competition will close at 5pm on the last day of the month.
7. To enter, participants must submit a photo taken in the Frankston municipality to the Promoter. This may be done by sharing on Instagram or Facebook while using #discoverfrankston or @discoverfrankston

Competition Entry

1. Images entered must have been photographed by the entrant - third parties are not eligible.
2. More than one entry per person is permitted. Entries must be submitted by the individual entrant and any automated entries will be invalid. Any costs associated with the use of

Instagram or Facebook will be the responsibility of the entrant and entrants agree to be bound by Instagram and Facebook's Terms of Use.

3. Incomplete, indecipherable, or illegal entries will be deemed invalid and will be rejected and removed. The Promoter reserves the right to disqualify any entry where it reasonably suspects that such materials are prohibited by these Terms and Conditions, any relevant law, or are otherwise deemed inappropriate. This is at the Promoter's absolute discretion and discussions will not be entered into. Images that are considered unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, racially offensive, contain objectionable content or otherwise inappropriate will be deemed invalid. The Promoter, in its absolute discretion, reserves the right to notify relevant authorities including law enforcement bodies and provide them with the objectionable image and the entrant's personal information.
4. Images that communicate messages or images inconsistent with the positive images and/or goodwill the Promoter wishes to associate will not be an Eligible Entry.
5. If an entry contains images of an alcoholic beverage, including the consumption of an alcoholic beverage, it must present a mature, balanced and responsible approach to consumption. For further guidance on what is acceptable for images containing alcoholic beverages, please refer to the Alcohol Beverages Advertising code available from www.abac.org.au. Whether or not an entry complies with this paragraph shall be determined by the Promoter in its sole discretion.
6. Images used for prior promotional purposes and/or which have been used or taken for commercial purposes are ineligible.
7. The Promoter takes no responsibility for lost or misdirected entries. Incomplete, illegible or incomprehensible entries will be deemed invalid.
8. Each entrant warrants to the Promoter that:
 - a) each entry submitted is an original artistic work of the entrant that does not infringe on the rights of any third party, including but not limited to, copyright, trademarks, trade secrets, privacy, publicity, personal or proprietary rights;
 - b) entrants have the necessary model and/or property releases as required. Winning entrants may be requested to provide written evidence of these signed documents;
 - c) photos submitted have not been used or taken for commercial purposes. The entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of these warranties;
 - d) if the entry in any way includes third parties under the age of 18 years, they have obtained the required consents and releases from the parents or legal guardians (as applicable) of those third parties or the third party property owners to include them in their entry.
10. As a condition of entering this competition, all entrants grant the Promoter the right to use their image/s in Frankston City Council promotional material. This usage is royalty free and includes but is not limited to any media including banners, signage, posters, magazines, television, cinema and internet including social network sites, DVD, MMS or other digital or print formats.
11. By entering the Promotion, Eligible Entrants acknowledge that their entry may be used by the Promoter, the Promoter's related entities or agencies engaged by the Promoter, for the Promoter's current and future promotional and marketing purposes without further reference or compensation to them.
12. Due regard will be given to the preservation of the artistic integrity of the works. The Promoter will not demean any images in any way. The Promoter does retain the right to edit images for reproduction processes.
13. If this promotion is interfered with in any way, or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to a) disqualify any entrant, or b) to modify, suspend, terminate or cancel the promotion, as appropriate.
14. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising.

15. If, for any reason, the Promotion is not capable of being run as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, including cancelling, terminating, modifying or suspending the Promotion.
16. The Promoter reserves the right to cancel, suspend or delay the Promotion and announcement of Winners at any time, without cause.
17. Any entrant who, in the opinion of the Promoter, tampers or interferes with the Promotion in any way, engages in unlawful or improper conduct that jeopardises or is likely to jeopardise the fair and proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win and will render all entries submitted by that individual invalid.
18. Each entry will be individually judged based on artistic and creative merit by the Promoter. The best image each month, as determined by the Promoter, will be deemed the winner. There will be one winner each month from January 2021 until the time the competition ends or is suspended at the Promoters discretion.
19. The Promoters decision is final and correspondence will not be entered into.
20. Judging will be conducted by the Promoter within the first week after the end of each month. The best entry, as determined by the Promoter in their absolute discretion, will be the prize winner.
21. Each monthly winner will be notified by the following month. Names of the Winner(s) will be published on the Promoter's social media and public relations material, and the winning image may be published.
22. One winner will be selected each month. Each monthly winner will receive \$100 gift voucher of the Promoters choice.
23. Each prize must be taken as stated. A prize cannot be transferred to any other person, unless agreed to by the Promoter.
24. The Promoter reserves the right to forfeit prize/s in the event of an entrant being unable to satisfy these promotion terms and conditions or not claiming a prize.
25. The prize will be sent to the winner within three weeks of receipt of the Winner's mailing details.
26. Where a winner of a prize is under 18 years of age, their prize will be awarded to the winner's parent or legal guardian.
27. To facilitate your participation, the Promoter may disclose your personal information to other companies associated with this Promotion. No other use of this information will be made without the consent of the entrant. If you do not provide your personal information, the Promoter will not be able to enter you into this promotion. A request to access, update or correct any information should be directed to the Promoter at its address set out above.