

## **RTSA BANNER PHOTO COMPETITION**

### **Terms and Conditions**

These Terms and Conditions set out the terms of participation in the RTSA Banner Photo competition (the “competition”). These Terms and Conditions include the RTSA Banner Photo – Competition Guidelines. If there is any contradiction between the Terms and Conditions and the RTSA Banner Photo – Competition Guidelines, then the Terms and Conditions take precedence.

1. The promoter of the Competition is The Institution of Engineers Australia trading as Engineers Australia (the promoter) (ABN 63 020 415 510), Engineering House, 11 National Circuit, Barton ACT Australia.
2. The Competition, RTSA Banner Photo Competition, is a competition in which entrants are required to submit a photo that celebrates the Australian and New Zealand rail industry and its people. Three photos will be selected, from which RTSA will choose one or all of them to be printed on the RTSA’s Banners to be used at future RTSA events.
3. All photos submitted may be used at RTSA future events and for RTSA future marketing material.
4. Entry to the Competition is only open to Australian and New Zealand residents over the age of 18 years and is free. An entrant must be an individual. Other organisations (including body corporates) are ineligible to enter. Employees of the Promoter and any person associated with the Competition, or any individual associated with the provision of the prize(s), are not eligible to enter.
5. 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.
6. The Competition opens at 8.00 am AEST on 26 October 2015 and closes at 5.00 PM AEDT on 25 November 2015.
7. To enter the competition, you must provide the following information via the following link:  
[http://www.rtsa.com.au/announcements/RTSA\\_Photo\\_Banner\\_Competition](http://www.rtsa.com.au/announcements/RTSA_Photo_Banner_Competition)

- a) Submit a high resolution photo, with a minimum image quality of 7 Megapixels;
  - b) provide your name, email, and contact number(s); and
  - c) Agreement that the photo was taken by you.
8. You may enter the Competition more than once. For each entry, you must complete the entry requirements in clause 6.
9. To be eligible for a prize your entry must:
- a) Comply with the Terms and Conditions, and
  - b) Not breach any intellectual property rights of any other person
10. All entries become the property of the Promoter and will not be returned to the entrants.
11. By submitting your entry 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 your entry and all other material provided by you to the Promoter pursuant to this Competition at any time.
12. Without limiting the rights granted to the Promoter under clause 10, you acknowledge the Promoter may exercise any of the following non-exclusive rights throughout the world:
- a) The rights to display your entry in whole or in part to the public on any media platform;
  - b) The right to provide a free download of your entry; and
  - c) The right to use your entry for promotional purposes.
13. You acknowledge that the Promoter may allow users to view, listen to, reproduce, download and otherwise deal in the copyrights attached to and embodied in your entry. The Promoter aims to ensure that any use of your entry not authorised by the Promoter will not occur, however you acknowledge that the Promoter is not equipped with mechanisms to prevent unauthorised use of your entry, and you accept that, to the extent allowable under the law, the Promoter has no liability to you for how the end user elects to use your entry, and as such it may be permanently stored, reproduced, copied, distributed or the like, without recourse or remedy against the Promoter.
14. There are three prizes to be won, each prize consists of:

<b>Prize Description</b>	<b>Prize Amount</b>
Prize	\$300 cash prize plus free RTSA

	membership for the 2016-17 financial year
--	---

15. Chance plays no part in determining the prize winners. The Promoter's panel of judges will individually assess each entry against the following elements:
- a) High quality resolution photo for use on banners with a minimum image quality of 7 Megapixels
  - b) Relevance to the Australian and New Zealand rail industry and its people
  - c) Judging will take place on the 27 November 2015 by a panel of three judges made up of members of the RTSA Executive National Committee.
16. Prize Winners will be notified by 5 pm AEDT on 30 November 2015. If any of the prize winners are not able to be contacted or unable to accept the prize within one week of judging the competition, the contestant with the fourth best photo will be awarded the prize.
17. You warrant that:
- a) All details provided with your entry are true and accurate;
  - b) You have all necessary rights and licences to grant the rights set out in these Terms and Conditions
  - c) Your entry is your original work and has not been previously communicated to the public;
  - d) You are the copyright owner or authorised licensor of all copyright works and subject matter comprising your entry
  - e) The exercise of the rights granted to the Promoter in these Terms and Conditions will not infringe the rights of any third parties; and
  - f) You will indemnify the Promoter against any loss or damage resulting from any breach of these warranties.
18. You acknowledge that the Promoter is under no obligation to exercise any of the rights granted to it by these Terms and Conditions, and providing downloads and any communication of your entry to the public by the Promoter is at the complete discretion of the Promoter.
19. You agree that the Promoter may use your entry and any personal details provided by you deemed necessary by the Promoter for any promotional, marketing and publicity purposes of the Promoter in any media without notice and without any fee being paid to you.
20. Decisions of the Promoter and its panel of judges are final and will be binding on each person who enters the Competition and no correspondence will be entered into.

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 prize/s to the winners of the Competition, 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. 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.
23. To the full extent permitted by law, the Promoter 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.