

Terms and Conditions

#MyGinninderry

Photography

Competition



These Terms and Conditions relate to the #MyGinninderry Photography Competition ("Competition"), which is being conducted by Riverview Projects (ACT) Pty Limited ACN 165 870 539 ("Riverview Projects").

Key Terms

Information on how to enter and prizes form part of these Terms and Conditions. By participating, Eligible Entrants (as defined below) agree to be bound by these Terms and Conditions. Entries must comply with these Terms and Conditions to be valid. To the extent of any inconsistency between these Terms and Conditions and any other reference to the Competition in any marketing or other materials, these Terms and Conditions prevail.

Eligible Entrants

Entry is open to residents of Australia aged 18 years and over who are a member of or are following the 'Strathnairn Locals' Facebook page or a resident of the suburb of Strathnairn in the Australian Capital Territory ("Eligible Entrant"). Riverview Projects employees, and their immediate families, its related entities and any agencies associated with the Competition are ineligible to enter.

How to Enter

During the Competition Period (as defined below), Eligible Entrants must upload their photo to the 'Strathnairn Locals' Facebook Page and/or their personal Facebook or Instagram page with the hashtag #MyGinninderry.

If uploading their photo to a private Facebook or Instagram page, submissions must be uploaded to the 'Strathnairn Locals' Facebook Page or emailed to community@ginninderry.com to be determined eligible. These submissions may then be posted to 'Strathnairn Locals' Facebook Page and/or the Ginninderry website on their behalf.

Entry into the Competition is free.

Limits on Entry

An Eligible Entrant can publish more than one submission. However, an Eligible Entrant is only eligible for one of the first, second or third prizes. All entries are eligible to receive the People's Choice Award in conjunction with a first, second or third prize.

Entry Period

The Competition commences on Thursday 7 October 2021 and closes at 12:00 PM AEDT on Friday 29 October 2021 ("Competition Period"). Entries received outside the Competition Period will not be accepted.

Judging Dates

Judging will take place by a panel of judges from Riverview Projects at 14:00 PM AEDT on 29 October 2021. All entries will be judged individually on their merits based on creativity and originality in accordance with the following criteria.

Capturing the moment (5 points)

Creativity (5 points)

Ginninderry-Inspired (5 points)

Photographic skill (use of light; composition; expression) (3 points)

Smile factor (2 points)

Total: 20 points

Votes for the People's Choice prize will be tallied through the Strathnairn Locals Facebook Page. The Top 10, as determined by the judges, will be uploaded. The photo with the most 'likes' will receive the People's Choice Award.

Prize Details

There are a total of four (4) prizes:

- First prize is a glamping trip to Tidbinbilla for up to five people in the one family group (up to three children) (<https://experiencenature.com.au/product/tidbinbilla/>) - valued up to \$975.
- Second Prize is a two hour Go Boat voucher (www.goboat.com.au/canberra/) - valued at \$189.
- Third Prize is a Café Stepping Stone Sunset Pizza Night Voucher - valued at \$80.00
- The People's Choice Award will receive a Voucher to the Strathnairn Arts Association's SHOP - valued at \$100.00.

Notification of Winners

The prize winners will be notified via email and Direct Messenger of the Platform (as defined below) on which the entry was submitted. If there is no response from the winner within 5 days via email or Direct Messenger from the notification sent on 1st November 2021, the winner will be messaged again and given a further 48 hours to respond. If there is no response, the winner will forfeit their

prize and runner ups will be contacted via email and Direct Messenger of the Platform on which the entry was submitted. This approach will be applied until a winner is determined.

Further Terms

1. Entries must be received by Riverview Projects during the Competition Period.
2. Entries received after the close of the Competition Period will not be accepted.
3. Decisions of Riverview Projects and its panel of judges are final and no correspondence will be entered into regarding the judging of the entries.
4. All ancillary costs including but not limited to insurance, taxes, meals, drinks, transport, transfers, spending money, fuel, oil and services costs, safety gear to comply with state and territory regulations, in-room charges and any and all other expenses incurred as a consequence of receiving the prize are the sole responsibility of the winner, unless explicitly stated otherwise.
5. Prizes are not transferable and are not redeemable for cash. Prizes may not, without the prior consent of Riverview Projects and any applicable third party supplier of the prizes ("Supplier"), be resold or offered for resale (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a prize is sold or used in breach of this condition, Riverview Projects or the Supplier may, at their absolute discretion, withdraw the prize(s). Where a prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered. If the prize is a ticket, the winner and any person who has purchased or otherwise bears that ticket will be refused entry.
6. Riverview Projects accepts no responsibility for late, lost or misdirected entries or other communications. Riverview Projects assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches, theft or destruction, any cause beyond Riverview Projects' control, or unauthorised access to or alteration of the Competition and does not warrant that access to the Competition and the required Platforms will be uninterrupted, error-free or completely secure. If such problems arise, then Riverview Projects may modify, cancel, terminate or suspend the Competition. Further, Riverview Projects at its sole discretion may recommence this Competition under the same conditions.
7. If any prize becomes unavailable for reasons beyond Riverview Projects' control, Riverview Projects may substitute a prize of equal or greater value.
8. All reasonable attempts will be made to contact the winners. If a winner does not claim their prize within 5 business days of being notified, their entry will be deemed invalid, and Riverview Projects may award their prize to the next best entry as determined by the judges.
9. Riverview Projects reserves the right to request verification of age, identity, residential address of winners and any other information, including email addresses, from Eligible Entrants relevant to entry into or participation in the Competition. Verification is at the discretion of Riverview Projects, whose decision is final. Riverview Projects reserves the right to disqualify any individual who provides false information, fails to provide information, is in breach of these Terms and Conditions, provides entries that are offensive or otherwise inappropriate in the sole opinion of Riverview Projects, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the conduct of the Competition, or who has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition. Riverview Projects' legal rights to recover damages or other compensation from such an offender are reserved.

10. Riverview Projects reserves the right to use all entries in public promotion under the 'Ginninderry' brand.
11. Riverview Projects shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of an Eligible Entrant entering into the Competition or accepting and/or using a prize or in relation to the Competition, except for any liability which cannot be excluded by law.
12. To the maximum extent permitted by law, Riverview Projects expressly limits any liability in respect of the Competition to the cost of replacement of any benefit or prize won.
13. Before the prize is awarded, the winner and any other person(s) sharing the prize with the winner may be required to sign an agreement to release Riverview Projects from any liability arising from the use or participation in the prize.
14. Eligible Entrants consent to Riverview Projects using their name, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting the Competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by Riverview Projects. Eligible Entrants warrant that their entry is original and does not infringe the intellectual property rights of any third party.
15. Eligible Entrants agree that Riverview Projects has an unrestricted, irrevocable, transferable, royalty-free, perpetual, divisible right and licence to use and modify their entry (including but not limited to amending, editing, selecting, cropping, retouching, adding to or deleting from any part of the submitted entry) for the purposes of Riverview Projects' business including for promotional purposes without the payment of any further fee or compensation. If requested by Riverview Projects, the Eligible Entrant agrees to sign any further documentation required by Riverview Projects to give effect to this arrangement. To the extent permitted by law, Eligible Entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry.
16. Eligible Entrants warrant that they have obtained all copyright and other intellectual rights and appropriate consents to submit an entry for the purposes of the Competition and for Riverview Projects to use an entry and the personal information of an Eligible Entrant in accordance with these Terms and Conditions.
17. If entry is via Facebook or Instagram, "Platform" means Facebook or Instagram as applicable. Eligible Entrants acknowledge that use of the Platform is subject to the terms and conditions of that Platform. Riverview Projects is not responsible or liable for any loss, damage or injury suffered by any Eligible Entrant as a result of the conduct of any of the Platforms, including the decision of any Platform to remove or not remove any photographs, except for liability which cannot be excluded by law. In particular, the thoughts and views expressed on each of the Platforms, are only the thoughts and views of the individual that posted them. They are not representative of the opinions of Riverview Projects, nor does Riverview Projects confirm, guarantee or warrant the accuracy, completeness or usefulness of any post. The Competition is in no way sponsored, endorsed or administered by or associated with any Platform. It is a condition of entry that each Eligible Entrant grants a complete release to Facebook and Instagram from any claims that they now have or may have in the future which relate to or are incidental to the Competition.
18. Details from entries and personal information of Eligible Entrants will be collected and used for the purposes of conducting the Competition (which may include disclosure to third parties, Riverview Projects' related bodies corporate, agencies and contractors (including advertising agencies and direct mail houses) for the purpose of processing and conducting the Competition,

but will not include overseas disclosure) and for promotional purposes, public statements and advertisements surrounding the Competition. If an Eligible Entrant's personal information is not collected in accordance with these Terms and Conditions, the Eligible Entrant may not be permitted to participate in the Competition. For the purposes of public statements and advertisements, Riverview Projects will only publish the winner's surname, first initial and state of residence. By entering the Competition Eligible Entrants consent to the use of their information as described and agree that Riverview Projects may use this information, or disclose it to other organisations that may use it, in any media for future promotional purposes without any further reference or payment to the Eligible Entrant. Riverview Projects is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). A copy of Riverview Projects' privacy policy, which contains information about how Eligible Entrants can access and correct the personal information Riverview Projects holds about them or make a complaint and how that complaint will be dealt with, can be viewed on <https://ginninderry.com/privacy-policy/>

19. Eligible Entrants may access, change and/or update their personal information by contacting Riverview Projects on 1800 316 900 during office hours, in writing at PO Box 484, Kippax ACT 2615 or by email at community@ginninderry.com
20. These Terms and Conditions are governed by the laws of the Australian Capital Territory. Eligible Entrants irrevocably submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.
21. Riverview Projects may update or amend these Terms and Conditions and the Competition generally at its absolute discretion.