



TERMS AND CONDITIONS
ELDERS' 2025 CALENDAR PHOTO COMPETITION
("COMPETITION")

1. By participating in the Competition you are agreeing to these Terms and Conditions.
2. The Competition is conducted by Elders Rural Services Australia Limited (ABN 72 004 045 121) (**Elders**) of Level 10/80 Grenfell Street, Adelaide, SA 5000.
3. The Competition commences at 9.00am Central Standard Time ("**CST**") on Monday, 1 July 2024 and closes at 11:59pm CST on Wednesday, 31 July 2024 ("**Competition Period**").
4. To enter the Competition, you must:
 - 4.1. be a resident of Australia;
 - 4.2. be at least 18 years of age;
 - 4.3. take or submit an original photograph that best demonstrates the theme, '*Australian Agricultural Moments*';
 - 4.4. complete and submit the online form together with your photograph in High Resolution via <https://elders.com.au/about-us/calendar-competition/>

'High Resolution' means a photograph that is:

 - a. in JPEG format;
 - b. at least 200mm x 155mm at 300dpi; and
 - c. at least 1 megabyte in size.
 - 4.5. have exclusive intellectual property rights (including copyright ownership) in relation to the photograph that you submit; and
 - 4.6. accept and comply with these Terms and Conditions.
5. This Competition is a game of skill. Chance plays no part in determining the winner. Each photograph will be judged by a panel of judges nominated by Elders ("**Panel**") in accordance with the following skills-based judging criteria which shall be weighted and balanced in the sole and absolute discretion of the Panel:
 - 5.1. image composition (sharpness, balance, and light);
 - 5.2. artistic and creative imagery; and
 - 5.3. relevance to the theme, '*Australian Agricultural Moments*'.
6. The Panel will select thirteen valid entries to be used in Elders' 2025 Calendar, as follows:
 - 6.1. one photograph to be used for the cover page ("**Cover Page Winner**"); and
 - 6.2. the remaining twelve photographs, each to be used for a designated month of the calendar year (individually a "**Month Page Winner**" and collectively the "**Monthly Winners**").
7. The Cover Page Winner will receive:
 - 7.1. a pre-paid VISA or MasterCard eftpos card in the amount of \$500; and
 - 7.2. attribution for their photograph via the Elders' website and social channels.
8. Each Month Page Winner will receive:
 - 8.1. a pre-paid VISA or MasterCard eftpos card in the amount of \$100; and
 - 8.2. attribution for their photograph via the Elders' website and social channels.
9. The Panel will judge all entries during the period commencing on Monday, 5 August 2024 and concluding on Monday, 2 September 2024 at Level 10/80 Grenfell Street, Adelaide, SA 5000. The decision of the Panel is final.



10. Elders will notify the Cover Page Winner and Monthly Winners via telephone or email by 5:00pm ACST on Friday, 27 September 2024. Their names and photographs will be published on Elders' website, <https://elders.com.au/about-us/calendar-competition/>. Details will also be provided to winners on how the relevant prize will be made available for delivery (at no cost) or collection within 28 days of selection by the Panel.
11. By entering the Competition, you:
 - 11.1. grant Elders an irrevocable, royalty free, perpetual, worldwide licence (including a right of sub-licence) to use, reproduce, publish, communicate, display and modify your photograph for any purpose whatsoever ("**Licence**"). This includes, but is not limited to, using your photograph:
 - a. in Elders' 2025 Calendar;
 - b. on Elders' website and social media pages, including Facebook, Twitter and Instagram; and
 - c. on any of Elders' promotional materials and publications (domestic, international, electronic, print, radio and television);
 - 11.2. agree to execute any documentation necessary to give effect to the Licence;
 - 11.3. warrant that:
 - a. you are eligible to enter this Competition based on these Terms and Conditions;
 - b. you hold all intellectual property rights (including copyright) in your photograph;
 - c. the photograph is your original artwork and you have not copied any part of another person's work;
 - d. the photograph, and the granting of the Licence, does not infringe any law or the intellectual property rights of a third party; and
 - e. you have not granted, and will not grant, any intellectual property rights in your photograph to a third party that are inconsistent with Elders' rights under the Licence;
 - 11.4. acknowledge and agree that Elders may request proof and documentation to support a claim of copyright ownership in your photograph, including a statutory declaration. Elders may reject your entry if proof of copyright ownership, to Elders' satisfaction, is not provided.
12. You acknowledge and agree that Elders is not required to attribute you as the owner and creator of your photograph when Elders uses it for purposes other than for Elders' 2025 Calendar.
13. All winners of the Competition must participate and cooperate, as required by Elders, in all publicity activities relating to the Competition, including, without limitation, being interviewed, photographed, filmed and recorded, and authorises Elders to use that content for promotional, marketing and publicity.
14. Elders reserves the right to:
 - 14.1. confirm that your entry in the Competition is valid;
 - 14.2. seek further clarification and documentation from you in relation to your entry and your compliance with these Terms and Conditions;
 - 14.3. reject your entry if it:
 - a. contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate;
 - b. violates another person's copyright or intellectual property rights;
 - c. promotes or condones illegal activity;
 - d. is misleading, fraudulent or deceptive;
 - e. is considered by Elders to be potentially distressing, such as photographs of sacred sites or locations;



- f. communicates a potentially objectionable or inappropriate message; or
 - g. includes a photograph of a person who can be clearly identified and you cannot produce evidence to Elders' satisfaction that the person has provided their written consent for the photograph to be used in this Competition. In the case of a minor, consent must be provided in writing by a parent or guardian. Elders may request to inspect the written consent and may request additional documentation (including a statutory declaration) be signed to satisfy Elders that appropriate consent has been obtained;
- 14.4. disqualify you from the Competition if you:
- a. tamper with or benefit from tampering with the entry process or with the operation of the Competition;
 - b. act in a disruptive manner or act with the intent or effect of annoying, abusing, threatening or harassing the Panel, Elders or any of its officers, employees, agents, or contractors; or
 - c. contravene these Terms and Conditions.
15. Elders' decisions in relation to the Competition is final.
16. Elders and its officers, employees, agents or contractors are not responsible for:
- 16.1. lost, late, illegible, misdirected, incomplete or damaged entries; and
 - 16.2. incorrect or inaccurate transcription of information, human error or technical malfunctions.
17. By entering the Competition, you acknowledge and agree that Elders:
- 17.1. will collect and use your personal information in order to conduct the Competition;
 - 17.2. may disclose your personal information to third parties who assist Elders in conducting the Competition;
 - 17.3. may use your personal information to promote the Competition and Elders' 2025 Calendar.
18. Elders' Privacy Policy explains in detail how your personal information will be handled. The policy can be accessed at <https://elders.com.au/privacy-policy/>
19. To the extent permitted by law, Elders excludes all liability to you for any loss, damage, claim or expense that you suffer or incur in connection with this Competition.
20. You indemnify Elders against all claims, costs, liabilities, losses and expenses which Elders pays, suffers, incurs or is liable for arising out of or in connection with:
- 20.1. any infringement by you of any intellectual property rights of any person in respect of the photograph that you enter into this Competition;
 - 20.2. Elders' lawful use of the photograph; and
 - 20.3. any breach of these Terms and Conditions (including a breach of any warranty).
21. If for any reason this Competition is not capable of running as planned, then Elders reserves the right in its sole discretion to cancel, terminate, modify or suspend this Competition.
22. Prizes are non-transferable, nor redeemable for cash. If any of the prizes become unavailable, then Elders reserves the right to substitute that prize for an alternative of the same value if it fails to reach mutual agreement with the respective winner in relation to a substitute.
23. You are liable for any taxes, duties or other applicable charges that may be due and payable for whatever reason resulting from your participating in this Competition.
24. The Panel and their immediate family members are ineligible to enter this Competition. An 'immediate family member' includes a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or sibling of an employee's spouse or de facto partner. It also includes step-relations as well as adoptive relations.



25. Any dispute arising out of or in relation to the Competition shall be governed by the law of South Australia.
26. The value of prizes in clauses 7.1 and 8.1 are stated in Australian dollars (AUD).