

Competition

Become a citizen scientist and upload underwater images taken on the Great Barrier Reef in Virtual Reef Diver and you could win a snorkelling trip to the Great Barrier Reef – allowing you to take even more amazing photos.

How to enter

Register to be an Image Uploader on the Virtual Reef Diver website and start uploading images from your trip to the Great Barrier Reef!

You will get one competition entry for every image you upload.

The more images you complete, the more chance you have of winning. A judge will select the winner based on the aesthetics of the image, including composition, lighting and technique. And of course, be sure to follow the <u>instructions</u> about how to capture an image that will be useful for science!

Key dates

The competition closes at 5pm on March 1, 2019 AEST.

The winner will be drawn on or around March 7, 2019. The winner will be notified in writing via email and will be published on the Virtual Reef Website.

Terms and Conditions

PART A - PROMOTION DETAILS GAME OF SKILL

This QUT Competition is conducted in accordance with the **Part A Competition Details** and the **Part B Terms and Conditions**.

PARTICULARS	
Competition Name	Virtual Reef Diver Photography Competition
ITEM 1	All Competition enquiries can be directed to
Competition enquiries	Erin.Peterson@qut.edu.au



ITEM 2	The image competition will be based on the aesthetic value of the image, including
Competition Description	1. [Composition;
	2. Effective use of lighting; and
	3. technique]
	Images must be taken in the Great Barrier Reef, Australia according to the general instructions provided at: https://www.virtualreef.org.au/wp-content/uploads/Image-Capture-Instructions.pdf
ITEM 3	Competition Start Date:14 December 2018
Competition Period	Competition Closing Date: [1 March 2019]
	Entries will not be accepted after the Closing Date.
ITEM 4 Eligibility Requirements	To be eligible to enter the Competition, participants must comply with the following:
	1. An entrant of the Competition must be an individual and not a company or organisation. Directors, immediate family members, employees and contractors of the Promoters and any agencies, retailers and suppliers directly associated with the Competition, or with the provision of the Prize, are not eligible to enter. If an entrant is under 18 years of age, they must obtain the permission of their parent or guardian before entering this competition. If the entrant is a prize winner and is under 18 years of age, they must be accompanied by an adult when participating in the prize.
	The Promoter reserves the right, at any time and in its absolute discretion, to (a) verify the eligibility of Participants (including a Participant's identity); and (b) disqualify any Participant that does not meet the eligibility requirements.
ITEM 5 How to enter	 To Enter this Competition, a Participant may submit as many entries as they like. A person must not exceed the maximum number of permitted Entries. If multiple Entries are permitted, each Entry must be submitted separately. To enter the competition, Entrants must Go to the Virtual Reef Diver website https://www.virtualreef.org.au/ and register to be an image uploader. An entrant is automatically entered into the competition each time they upload an image and this is deemed acceptance of these rules. To enter, Entrants must simply upload the Virtual Reef Diver image as described on



	https://www.virtualreef.org.au/wp-content/uploads/Upload-
	<u>Instructions.pdf</u> in the assigned period mentioned in (5).
	 Entries must be submitted between 12:00pm (AEST) on Friday 14 December 2018 and 5:00pm (AEST) on Friday 1 March 2019.
	Competition Entries must comply with the following requirements:
	 All images must be taken in the Great Barrier Reef; All Entries should be formatted to JPG file format.
	All entries must comply with these terms and conditions.]
	The Promoter reserves the right, at any time and in its absolute discretion, to (a) verify the validity of any Entry; and (b) disqualify any Invalid Entry, or any Entry submitted not in accordance with these Terms.
ITEM 6	There will be two prize(s) and two prize winner(s).
Prize(s)	A prize winner will receive one (1) x snorkelling day trips with Passions of Paradise, valued at \$169 each.
ITEM 7	JUDGING:
Selection of prize winner(s)	All valid Entries will be judged by a Judge appointed by the Promoter in its sole discretion.
	PROMOTION SELECTION CRITERIA:
	The prize winner(s) will be selected by the Promoter on or about [March 7, 2019], and all valid Entries will be judged based on the following criteria:
	[Image Composition;
	2. Lighting; and
	3. Technique
	ANNOUNCEMENT OF PRIZE WINNER(S):
	The Promoter will use reasonable endeavours to (a) announce a prize winner by email and publish the winner on the Virtual Reef Diver Website; and (b) notify the prize winner by no later than Thursday 7 March 2019.
ITEM 8 Claiming the prize	The prize winner(s) must claim their prize by 5:00pm AEST on March 14, 2019 (the "Forfeiture Date") by:
	(a) QUT at its own expense will make arrangements for shipping of the prize to the prize winners.
	If a prize winner does not claim their prize before the



	and the Promoter will select a replacement prize winner by random draw in accordance with these Terms.
ITEM 9 Participant's Personal Information	In order to participate in this Competition, Participants may be required to provide the Promoter with personal information such as the Participant's:
	Name;Email;
ITEM 10 Special Conditions	 All Entries are deemed to be received at the time of receipt by the Promoters and not at the time of transmission by the Entrant.
	The Promoters accept no responsibility for late, lost or misdirected Entries, or Entries not received by the Promoters for any reason whatsoever.
	 All Entries must be taken in a safe and lawful location. The Promoters will not be held responsible for an Entrant taking an image in circumstances that pose a risk of personal injury or legal implications.
	The judges' decision will be final, and no correspondence will be entered into about the decision.
	 Use of your entries will meet the conditions of the Virtual Reef Diver privacy and data policies (https://www.virtualreef.org.au/privacy-data-policy/).
	 By entering this Competition, the entrant consents to receipt of any email regarding the Competition. Any attempt to interfere with the normal functioning of the Virtual Reef Diver website or to otherwise undermine the legitimate operation of this Competition is prohibited and will render all entries submitted by that entrant invalid. The Promoters are not responsible for any incorrect or inaccurate information, or for any failure of the equipment or programming associated with or utilised in the Competition, or for any technical error that may occur in the course of the administration of the Competition. The Promoters assume 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.
	 Participants acknowledge that the Promoters are under no obligation to use your entry, and any reproduction and/or communication of your entry to the public by the Promoters (in accordance with these Terms and Conditions) is at the complete discretion of the Promoters.





PART B - TERMS AND CONDITIONS FOR QUT GAME OF SKILL

- 1. The Part A Competition Details, these Part B Terms and Conditions and all information on "how to enter" this Competition (collectively the "**Terms**") apply to this promotion (the "**Competition**").
- 2. The Competition will be conducted by the Queensland University of Technology (ABN: 83 791 724 622, CRICOS Provider No. 00213J) of 2 George Street, Brisbane, QLD, 4000 ("QUT" or the "Promoter") during the Competition Period specified in Part A.
- 3. By entering this Competition, you (the "Participant") warrant that you have read, understood and agree to be bound by the Terms.
- 4. If the Participant is under the age of 18 years, the Participant will be deemed to have obtained the permission of the Participant's parent or legal guardian to participate in the Competition and for the Promoter to use the Competition Entry as set out in these Terms.
- 5. The Promoter reserves the right to amend or replace these Terms and/or any Competition rules or procedures at any time and for any reason.
- 6. **Interpretation**. Any reference to "includes" or "including" means without limitation, and where permitted in Part A, any reference to (a) Participant includes multiple Participants entering the Competition as a team; (b) Competition Entry includes multiple Entries; and (c) Prize includes multiple prizes.

COMPETITION ENTRY REQUIREMENTS

- 7. All entries become the property of the Promoter upon submission, upload or otherwise.
- 8. No responsibility is accepted for late, lost, incorrectly submitted or misdirected entries.
- 9. Competition Entries must be received by the Promoter during the Competition Period.
- 10. Entries that are incomplete, indecipherable, illegible, forged, manipulated, tampered with in any way, contain any defamatory, offensive or unlawful content, any Entry that has the potential to damage the reputation of any individual or entity, or entries that the Promoter reasonably considers do not comply with these Terms ("Invalid Entries"). All Invalid Entries will be removed from the Competition.
- 11. If a Participant is required to submit a photo, literary, dramatic, musical or artistic work (a "Work") as their Competition Entry (whether in written, audio, electronic or visual form, or any combination thereof), the Participant warrants that:
 - (a) their Entry has not previously been, and will not be, published or submitted in connection with any other competition until after the Competition Period ends.
 - (b) Their Entry is entirely original work by the Participant; and
 - (c) They have obtained all required permissions, approvals and/or consents in respect of the Entry, including:
 - i. all necessary copyright title or interest in their Entry to entitle the Participant to submit the Entry and to effectively provide the Promoter with the rights in relation to the Entry set out in these Terms;
 - ii. privacy and other consents from all individuals appearing in the work; and
 - iii. consents from any property owners (as applicable).
 - (d) their Entry is not, and its use by the Promoter, will not infringe the rights (including intellectual property rights) of any third party, and indemnifies the Promoter against any loss, claim or damage arising out of or in connection with breach of this warranty.
- 12. <u>Participants grant to the Promoter</u>, at no cost to the Promoter, a royalty free, irrevocable, perpetual, worldwide, non-exclusive licence to use (including reproduce), the Participant's Entry for (a) use of the image for other future scientific (non-commercial)



purposes by QUT, other coral reef monitoring organisations and any other organisation including any partners listed on the website; and (b) viewing of the image on any website for review by the website operators or public website users to help scientists monitor and understand coral reefs and marine environments

JUDGING AND PRIZES

- 13. This promotion is a game of skill. Chance plays no part in determining a winning Entry, and the judges will judge all valid Entries based on merit and the promotion selection criteria specified in Part A.
- 14. A Participant claiming to be a prize winner must provide proof of identity, if required by the Promoter. Each prize winner may also be required to sign a document indicating they have received their prize at the time of collection.
- 15. If a prize winner is under the age of 18 years, their prize may be awarded to the prize winner's parent or legal guardian.
- 16. The Promoter may, but is not obliged, to publish the results of the Competition. By entering this Competition, the participant agrees to the Promoter publishing their name as a winner in any media whatsoever (unless otherwise advised by the Participant during the Competition Period).
- 17. Prizes are subject to availability. If a prize is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute the prize with a prize to the same or similar value and/or specification.
- 18. If a prize includes vouchers, tickets or is of a similar redeemable nature, the prize is valid until the expiry date specified on the prize (or as otherwise notified by the prize provider), and is subject at all times to any terms and conditions specified by the prize provider.
- 19. The Promoter is not responsible for any changes in dates, times, cancellations or otherwise that may prevent a prize winner from accepting, taking or using a prize.
- 20. The Promoter makes no warranties or representations, and will not accept any liability, in respect of the fitness for purpose or suitability of any prize, or the failure of any prize to be of merchantable quality. If liability is imposed by legislation and cannot be excluded the Promoter, the liability of the Promoter in respect of the relevant goods and/or services is limited to (a) re-supply; or (b) paying replacement costs.
- 21. The prize(s) or any part or element of the prize(s) are not transferable, exchangeable or redeemable for cash.
- 22. The manufacturer(s) or supplier(s) of the prize(s) are not participants in, or promoters or sponsors of, this Competition.

GENERAL

- 23. This Competition is free to enter.
- 24. Any decision of the Promoter in respect of all matters arising out of or in connection with the Competition is final and binding and no correspondence will be entered into.
- 25. Each Participant is responsible for notifying the Promoter of any change to the Participant's contact details during and after the Competition Period.
- 26. If this Competition is interfered with in any way or is not capable of being conducted as anticipated due to any reason, the Promoter reserves the right, in its sole discretion to modify, suspend, terminate or cancel the Competition, as appropriate
- 27. **Jurisdiction.** This Competition and these Terms are governed by the laws of Queensland.

DISCLAIMER

28. Participants enter the Competition at their own risk.



29. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including liability in contract, tort, pursuant to legislation or otherwise), and is hereby released, from any personal injury or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Competition or any prize, including but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any tax liability incurred by a prize winner; (e) any expense incurred by a prize winner in connection with the prize or Competition generally, including spare parts, maintenance/repair, delivery costs or otherwise associated with accepting, taking or using a prize are the prize; (f) Possession, use or misuse of a prize; or (g) participation in any activity associated with the Competition.

PRIVACY STATEMENT

- 30. QUT is bound by the *Information Privacy Act 2009* (Qld) ("**IPA**"), and the QUT privacy policy is available at https://www.mopp.qut.edu.au/F/F_06_02.jsp
- 31. The Promoter will collect and use the Participants' personal information for the purposes of administering and carrying out the Competition, and may be used to send information and future promotional communications to the Participant.
- 32. If a Participant does not consent to the collection, use and disclosure of personal information as outlined in these Terms and Conditions, the Participant should contact the Promoter.
- 33. A request to access, update or correct any information should be directed to the Promoter.