

From The Sidelines – Photography Competition 2024

TERMS AND CONDITIONS

This Schedule, together with the Terms of Entry, constitute
the Competition Terms of Entry for the Promotion.

Schedule

1	Promotion	From The Sidelines - Photography Competition
2	Promoter	Basketball Victoria ABN 92 328 079 452, State Basketball Centre, 291 George St, Wantirna South VIC 3152
3	Promotion Period	Entry into the Promotion commences at: 9:00am Friday 15 March 2024 The Promotion closes at: 11:59pm Wednesday 25 September 2024
4	Eligible Entrants	Entry in the Promotion is only open to residents of Victoria who are 16 years and over, excluding: (a) management, employees and directors of the Promoter (b) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter. (c) any other persons deemed ineligible by the Promoter.
5	Entry Method	In order to gain entry into the Promotion (an Entry), an Eligible Entrant will, during the Promotion Period, submit their images and complete the entry form here: online form .
6	Maximum Number of Entries	Unlimited entries per entrant.
7	Prize	Shoot an 2024/25 NBL game with one of basketball's award-winning photographers, Michelle Couling and a cash prize of \$1,000.
8	Draw Date	2:00PM Friday, 27 September 2024
9	Draw mechanics	The Promoter will select the top FIFTY (50) images. From these 50 images, ONE (1) will be chosen as the overall From The Sidelines 2024 winner of the prize. The top 50 images and overall winner will be selected and judged by BV's Media and Marketing team in conjunction with photographer Michelle Couling and all 50 images will be published on basketballvictoria.com.au and overall winner notified.
10	Notification of Winners	Prize winner will be notified by one or more of the following by Friday, 27 September 2024 <input type="checkbox"/> mail <input checked="" type="checkbox"/> email <input checked="" type="checkbox"/> telephone <input type="checkbox"/> in person <input type="checkbox"/> Website(s) <input type="checkbox"/> social media
11	Publication of Winners	Winner will be published on basketballvictoria.com.au and BV Social Media channels
12	Prize Claim Date	By Friday 4 October 2024

13	Prize Delivery	Prize winner will be contacted by Basketball Victoria to confirm details and to arrange for Prize delivery and execution.
14	Unclaimed prizes	In the event of an unclaimed prize, Basketball Victoria may at its discretion assign the prize to the entry judged the next best entry, conduct a further judging to award the prize, or withdraw the prize unawarded. Basketball Victoria is under no obligation to award any unclaimed prize.

Promotion Terms and Conditions Terms of Entry

General

1. Defined terms in these terms and conditions have the meanings set out in the Schedule above.
2. By entering into the Promotion, you acknowledge that you have read, understood and agree to the Promotion terms and conditions.
3. The Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, including amending these terms, at any time and for any reason.
4. These terms and conditions are governed by the laws of the State of Victoria and each entrant agrees to submit to the exclusive jurisdiction of the courts of Victoria.

Eligibility

5. The Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.
6. The Promoter has absolute discretion to disqualify any individual who tampers with the application process or who has breached these terms and conditions.
7. The Promoter reserves the right to refuse any participation in the Promotion to anyone deemed to be displaying abusive language, displaying unsafe, or inappropriate behaviour or who otherwise has potential (in the Promoter's absolute discretion) to in any way damage the brand, reputation or image of the Promoter or any of its sponsors or major partners.
8. All material submitted on entry (e.g. image/s) must NOT:
 - a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy;
 - b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or
 - c) contain viruses.
9. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation).

10. Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to distribution by the Promoter, future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter (Basketball Victoria), and to sign any legal documentation to confirm such assignment.

Entry Mechanic

11. The Promoter may amend or extend the Promotion Period dates, entry times and/or days in its absolute discretion.
12. The Promoter reserves the right, at any time, to verify the validity of Entries and entrants (including but not limited to entrant identity and location) and disqualify any entrant who is not an Eligible Entrant or who submits an Entry that is not in accordance with these terms and conditions.
13. The Promoter accepts no responsibility for lost, misplaced or misdirected entries.

Prize and Prize Draw

14. The overall winner and top 50 images will be determined by representatives of the Promoter on the Draw Date and will notify the winner as soon as reasonably practicable. The best valid entry, as determined by the judges, will win the prize specified in the Schedule above.
15. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
16. The winner will be determined by technical quality, creativity, composition, points of interest, use of colour, lighting, storytelling and impact. Chance plays no part in determining the winner. The judges' decision is final, and binding and no correspondence will be entered.
17. In the event that reasonable efforts have been made to identify a winner and that a winner cannot be readily identified or does not return contact within 1 week (7 days) after the Promoter has sought to notify the Prize winner, the Promoter may, in its absolute discretion, elect to re-allocate the Prize to a new winner and will use reasonable endeavours to notify the original winner of the re-allocation.
18. No entry fee is charged by the Promoter to enter the Promotion.

19. The Prize is non-transferable, non-exchangeable and not redeemable for cash. The Promoter reserves the right to substitute an alternative prize at its complete discretion. To the extent permitted by law: (a) the Promoter makes no representations or warranties as to the suitability of the prize; and (b) no compensation will be payable if, for any reason, the Event does not go ahead, a winner cannot be contacted or is unable to use the Prize as stated.
20. The Prize cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward. If the Prize is obtained through any of these methods, it will not be honoured.
21. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.

Liability and indemnity

22. Except for any liability that cannot be excluded under trade promotion laws or the consumer guarantees which apply to the supply of products or services under the Australian Consumer Law set out in Schedule 2 to the Promotion and Consumer Act 2010 (Cth), Australian Consumer Law and Fair Trading Act 2012 (Vic), as amended from time to time, or other similar legislation of a State or Territory of Australia, or other applicable law, the Promoter (including its officers, employees, members 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 in any way out of the Promotion, including, but not limited to, where arising out of the following: any technical difficulties or equipment malfunction (whether or not under the Promoter's control); any theft, unauthorised access or third party interference; 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; any variation in prize value to that stated in these terms and conditions; any tax liability incurred by any entrant; any prize(s); or participation in or use of the prize.
23. To the fullest extent permitted by law, entrants release and will release the Promoter from all claims that the entrant may have or may have had but for this release arising from or in connection with the entrant's participation in the Promotion (including the Prize) and will indemnify and will keep indemnified the Promoter in respect of any claim by any person arising as a result of or in connection with the entrant's participation in the Promotion (including the Prize).

Privacy

24. The personal information you have provided in your entry to the Promotion is collected, used and disclosed in accordance with the Promoter's Privacy Policy (available from <https://www.basketballvictoria.com.au/resources/as-sociation-resources/policies> <http://mrc.racing.com/our-club/governance/terms-and-conditions/privacy-policy>). The Promoter may use and disclose your

personal information for the purposes of conducting and administering the Promotion, awarding the Prize, and other related activities across Australia, including providing you with member services or promotional and marketing material, direct marketing, complying with its legal obligations or otherwise in accordance with the Promoter's Privacy Policy. The Promoter may share your personal information, including but not limited to contact details, date of birth, gender, qualifications or communication history, with third parties to carry out functions and activities on the Promoter's behalf, including but not limited to direct marketing, companies the Promoter engages to operate rewards/loyalty programs for the Promoter or otherwise in accordance with the Promoter's Privacy Policy. In certain circumstances, your information may be disclosed overseas. The Promoter's Privacy Policy contains information about how you may access and request correction of your personal information held by the Promoter or make a complaint about the handling of your personal information, and provides information about how a complaint will be dealt with by the Promoter. Your entry may be rejected if the required information is not provided. If you do not wish to receive promotional material from the Promoter, the Promoter's sponsors or third parties you must advise us via email or telephone or via the specific opt-out procedures provided in the relevant communication.