

## TERMS AND CONDITIONS FOR EVERGREEN FACES PHOTOGRAPHIC COMPETITION

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. 2. Entry is only open to Australian residents. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. 3. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. 4. Incomplete, indecipherable or illegible entries will be deemed invalid. 5. Only one entry is permitted per person. 6. Promotion commences 01/08/09. Entries close 11:59pm AEST on 31/08/09 for email and online entries, and last mail received on 31/08/09 for mail entries. 7. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on artistic and creative merit of the photograph provided, having regard to the way it complies with the theme of positive ageing. 8. Winners will be announced during the Victorian Seniors Week held between 04/10/09 and 11/10/09 and will also be notified by mail and telephone. The Promoter's decision is final and no correspondence will be entered into. 9. The best valid entry, as determined by the judges, will win \$500. The second best valid entry, as determined by the judges, will win \$300. The third best valid entry, as determined by the judges, will win \$150. Prizes will be awarded in the form of a cheque made out to the entrants who submitted the winning photos. 10. Total prize pool value is \$950. Prizes are not transferable or exchangeable. 11. All entries (which shall include photographs) submitted become the property of the Promoter. Entries will not be returned to any entrant. As a condition of entering into this promotion, each entrant licences the Promoter to use their entry in any media for an unlimited period for any reason, including but not limited to, inclusion in a "people's choice" competition, to be determined by the Promoter in its absolute discretion, or any other future promotional, marketing or publicity purposes relating to the Evergreen Faces competition only. 12. Each entrant warrants to the Promoter that: (a) each photograph submitted is an original artistic of the entrant which does not infringe the rights of any third party; (b) the person featured in the photo is over 60 years of age; (c) the photo has been taken in the last 3 years; (d) they have obtained all necessary permission from the subject(s) of the photograph to submit the photograph for the purposes of the promotion, and to be used in the manner described above in Clause 11; and (e) if any person featured in the photograph is under 18 years of age, they have obtained permission from the person's parent or legal guardian for the same as described in (d). The entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth). 13. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome). 14. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate. Any alterations to the Terms and Conditions will be available on the website [www.evergreenfaces.com.au](http://www.evergreenfaces.com.au) 15. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. 16. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees 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: (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 variation in prize value to that stated in these Terms and Conditions; (e) if the Victorian Seniors Week event is cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize. 17. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors and prize suppliers. Entry is conditional on providing this information. Entrants' personal information will only be kept by the Promoter for the purposes of conducting the Promotion and will not be sold to third parties. However, if the entrant indicates their consent on the entry form, the Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter. 18. The Promoter is **Faulkner & Wylam Pty Ltd trading as Evergreen Advertising & Marketing** (ABN 21 582 025 489) of **Unit 8, 663 Victoria St, Abbotsford VIC 3067**.

## TELSTRA CONNECTED SENIORS® PEOPLE'S CHOICE AWARD

Full terms and conditions available at the exhibitions or at [www.evergreenfaces.com.au](http://www.evergreenfaces.com.au) once competition commences on the 04/10/09. Voting opens 04/10/09 and closes 10/10/09. Winners will be notified by SMS or e-mail on 15/10/09. Prizes consist of two EasyTouch® Discovery Phones valued at \$480.00 each. The photograph that receives the most votes will win the People's Choice Award and one EasyTouch® Discovery Phone. The voters that picked the winning photograph will go in the draw to win the second EasyTouch® Discovery Phone. Entry fee and charges may apply, refer to full terms and conditions.