

Terms and Conditions Cervus Equipment Australia #AusHarvest2017 Photo Competition

1. This competition is conducted by Cervus Equipment Australia (ACN 157 830 656) of Office 7, 9 St Cedars Grove, Lake Gardens Victoria 3350.
2. These terms and conditions govern the competition and are intended to be a legally binding agreement. Entry into this competition is deemed acceptance of these conditions of entry. For the purposes of Australian law, this photo contest is a 'game of skill' and chance plays no part in determining the finalist or winners.
3. The competition commences at 9am AEST on 7 November 2017 and concludes at 11.59pm AEST on 28 February 2018. Late or incomplete Entry or Entries deemed incomprehensible by the Judging Panel (as defined below) will be deemed invalid.
4. Eligible Participants are invited to submit striking digital images of agriculture, highlighting harvest in Australia. Entry is open to Australian residents only. Cervus Equipment staff and immediate family are ineligible to win prizes.
5. Inappropriate content would not be considered.
6. If you choose to include people in your submission, you are responsible for obtaining the necessary releases from the individuals depicted, and must be able to provide copies of those releases to Cervus Equipment Australia upon request. Entrants must not submit images that involve the willful harassment of wildlife, damage to the environment by the photographer, taking of risks by the entrant, or infringe on the rights of any other photographer or person.
7. All photographs should accurately reflect the subject matter and the scene as it appeared. Photos that have been digitally altered beyond standard optimization (removal of dust, cropping, reasonable adjustments to exposure, colour and contrast, etc.) will be disqualified. Multiple exposures that have been combined to produce a single "High Dynamic Range" image are acceptable. Images that do not meet these requirements may or may not be judged at the judging panel's sole discretion.
8. Photo captions can accompany submissions, and should include the subject of the image, the location the image was taken, and the name of the photographer(s).
9. Eligible participants may submit multiple entries to a limit of 50.
10. Photos can be submitted via Facebook and Instagram only.
11. Entries received by Cervus Equipment Australia will be judged by a judging panel consisting of at least three Cervus Equipment Australia staff, who are familiar with photography and responsible for selecting images.
12. By submitting a photo and taking part in the competition, each Entrant agrees that (1) the photo they have submitted may be published from time to time, free of charge, in one of several of Australian media publications, John Deere and Cervus Equipment Australia's online and printed publications.
13. By submitting a photo and taking part in the competition, the Entrants thereby grants to Cervus Equipment Australia a non-exclusive, perpetual, irrevocable, royalty-free license to use, reproduce, publish, adapt and communicate the Photo anywhere in the world. The entrants acknowledge and agree that Cervus Equipment Australia is free to use the Photo and to exercise its rights in relation thereto. The entrants agree to execute any documentation required to give effect to Cervus Equipment Australia rights under this clause, including any required moral rights waivers.
14. The Winners will be notified by Facebook and Instagram. Winners must contact Cervus Equipment to claim their prize within 30 days of announcement.
15. Prizes will only be shipped to an address in Australia and all prize values are in Australian dollars. A prize may not be transferred and must be accepted as awarded. Cervus Equipment Australia reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason.
16. Cervus Equipment Australia and its related bodies corporate will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss), or for any personal injury suffered or sustained in connection with this competition except for any liability which cannot be excluded by law. Other than statutory and other warranties that cannot be excluded by law, Cervus Equipment Australia and its related bodies corporate assume no responsibility for any incorrect or inaccurate information, either caused by an entrant or as a result of any of the systems, equipment or programming associated with or utilised in this competition, or for any technical or human error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line, computer line, mobile telephone or satellite network failure, software, server or provider failure, theft or destruction or unauthorised access to or alteration of entries, and reserves the right to take any action that may be available.