

## Terms & conditions for ProPhoto & Video magazine prize subscription entry

1. The Promoter is Future Publishing (Overseas) Limited, Level 10, 89 York Street, Sydney NSW 2000. ABN: 96734906323 Ph: (02) 9955 2677 (Future Australia).
2. "The competition" means the skill-based subscriptions competition to win a Zoom F1-SC field recorder valued at RRP \$539 Entry into the competition is deemed acceptance of these terms and conditions.
3. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

### HOW TO ENTER

4. The competition is open to all individuals in Australia. Entry is open to Australian residents except employees and immediate families of the Promoter and their associated companies and agencies and participating outlets. Immediate family means any of the following: spouse, ex-spouse, de facto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin.
5. The winners must be Australian citizens and provide full contact information. Opt-in entries will be included to receive newsletters and special offers from Future Australia and on behalf of its sponsors and valued partners. You may unsubscribe from this free service at any time.
6. All entrants under the age of 18 must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian of the entrant must read and consent to all Terms and Conditions. The parent or guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter. The release will require the winner's parent or guardian to accept responsibility for the acts and forbearances of the winner. The release will include the full name, address and telephone number of the winner's legal guardian. Failure to provide such proof, particulars or releases will immediately invalidate the winner's entitlement, subject to State and Territory legislation.

7. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

8. The time of entry will in each case be the time the subscription purchase or renewal is received by the Promoter.

9. The Promoter accepts no responsibility for any late, lost or misdirected entries not received by the Promoter or delays in the delivery due to technical disruptions, network congestion or for any other reason.

10. To enter the competition, subscribe ProPhoto & Video **print magazine** at <https://subscribe.techmags.com.au/> and answer the specified question in 25 words or less, then register details including (but not limited to) full name, email address, post code and (optionally) telephone number. The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider.

11. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take down any part of an entrant's entry.

12. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry, or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

13. Entrants can enter once only for each subscription purchased.

## DETERMINATION AND NOTIFICATION OF WINNERS

14. Anyone who subscribes to [ProPhoto & Video magazine](#) on or before **November 28th 2022** and completes the specified question will be considered to have entered the competition.

15. Votes close at 11:59pm (AEST) on **November 28th 2022**

16. The winner will be announced through [www.digitalcameraworld.com](http://www.digitalcameraworld.com) following initial contact with the winner by the promoter.

## DECIDING THE WINNER

17. The winner will be decided by the Editors of [ProPhoto & Video magazine](#) in accordance with these terms and conditions. Their decision is final. Winners will be selected by **[FIVE DAYS AFTER CLOSING DATE]** and notified by email.

18. This competition is a Game of Skill under Australian consumer law.

19. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.

20. In any dispute, the Promoter's decision is final.

21. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

22. In the event the Promoter does not receive a reply from a notified winner within two weeks confirming a) acknowledgement of winning a prize, and b) an Australian delivery address, the Prize will revert to an alternate winner without further notification.

## AWARDS AND PRIZES

23. The prize will be despatched by Dynamic Music Pty Ltd, at their earliest opportunity.
24. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in value between now and the prize delivery.
25. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
26. Awards/prizes cannot be transferred, exchanged or redeemed for cash.
27. It is a condition of accepting the prize that the winner must comply with all the conditions of use and the prize suppliers' requirements.
28. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion. If an entrant under 18 years of age wins the competition then their parent or guardian must sign the legal release referred to in this clause on the minor's behalf.
29. If the winner is under 18, the Promoter may require confirmation of details from their legal parent or guardian over the age of 18.

#### FURTHER TERMS AND CONDITIONS

30. The Promoter (subject to State and Territory Legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
31. Future Australia and its associated agencies and companies 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, and reserves the right to take any action that may be available.

32. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.

33. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

34. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any Award will be invalidated. If such an entrant is awarded an Award and then found to have breached this clause, the entrant must immediately return any item awarded to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

35. If the Prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the Prize and Prize supplier's requirements. Each Prize must be taken as stated and no compensation will be payable if a winner is unable to use the Award as stated.

36. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential Prize delivery. The Promoter makes all reasonable efforts to deliver the Prize to the addresses provided by competition entrants. The Promoter cannot guarantee that any Prize returned to the Promoter due to non-delivery at the provided address will be re-sent

to the winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of Prizes.

37. The Promoter reserves the right to re-determine the winner in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.

## WAIVERS AND LIABILITIES

38. In consideration for the Promoter awarding the Prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the Prize to appear in connection with Future Australia or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.

39. In consideration for the Promoter awarding the Prize to the winner, the Prize hereby assigns to the Promoter all right, title and interest in and to all copyright and all moral rights in any material created pursuant to the winner's submission or participation in any aspect of the Prize. The winner acknowledges that the Promoter is free to use the Works (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all) and to exercise its rights in relation thereto and the winner will not be entitled to any fee for such use.

40. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.

41. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified.

However, the Promoter shall 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 any Prize except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical 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 or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

42. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

43. All entries become the property of The Promoter. All opt-in entries will be entered into a database and The Promoter may use the entrants' names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. Any request to update, modify or delete the entrant's details should be directed to The Promoter.

44. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.

45. The Promoter collects information about you, including for example your name and contact details which you provide when registering or using our services as well as information from data houses, social media services, our affiliates and other entities you deal or interact with for example by using their services. We collect and

use that information to provide you with our goods and services, to promote and improve our goods and services, to provide you with targeted advertising based on your online activities, for the purposes described in our Privacy Policy and for any other purposes that we describe at the time of collection. We may disclose your information to our related companies, including those located outside Australia. Any of us may contact you for those purposes (including by email and SMS) at any time. We may also disclose your information to our service and content providers, including those located outside Australia. If you do not provide us with requested information we may not be able to provide you with the goods and services you require. We may disclose your personal information to authorities if you are an Award winner or otherwise as required by law. Further information about how we handle personal information, how you can complain about a breach of the Australian Privacy Principles, how we will deal with a complaint of that nature, how you can access or seek correction of your personal information and our contact details can be found in our Privacy Policy at [www.futureplc.com/privacy-policy/](http://www.futureplc.com/privacy-policy/).