

Terms and Conditions

Ryde After 5 Competition ("Competition")

Promoter

1. The promoter is Cred Consulting of Suite 10, 151 Foveaux St, Surry Hills, NSW.

Eligibility

2. Entries are open to anyone who visits, works, studies or lives in the City of Ryde local government area (LGA).

Entry Requirements

3. The Competition Period will run from 7 July 2016 to 22 August 2016.
4. During the Competition Period, Entrants must submit an original photograph in accordance with these terms and conditions, which shows places they go to or things they do at night in the City of Ryde LGA
5. Entries are to be submitted by posting an original photo(s) on Instagram featuring the hashtag #rydeafterfive
6. Entrants are permitted to enter as many times as they choose.
7. Photographs submitted to this Competition must:
 - a. Be the original work of the Entrant. Each Entrant confirms that he/she is the owner of copyright in the photographs submitted;
 - b. Not infringe the copyright, privacy or any other rights of any third party;
 - c. Not include any literary or artistic work, or any other item in which copyright subsists, unless the Entrant is entitled to include it. If the Entrant has any doubts about whether he/she has the right to include any content (for example, copying existing images), Cred Consulting encourages the Entrant not to include it;
 - d. Not be offensive or obscene, including containing offensive language or depicting any profanities, nudity, violence or any other inappropriate behaviour or objects; or
 - e. Portray people or depict material in a manner which discriminates against or vilifies a person or section of the community on account of race, ethnicity, nationality, sex, age, sexual preference, religion, disability or political belief.
8. Cred Consulting acknowledges that Entrants retain copyright ownership of the photographs submitted to the Competition.

9. If a third party makes a claim against Cred Consulting that a photograph submitted to this competition infringes the copyright, privacy or any other rights of any third party, the Entrant must, at Cred Consulting's request but at the Entrants cost, provide to Cred Consulting all reasonable assistance relating to such claim.
10. Cred Consulting reserves the right at any time, to verify the Entry as well as the eligibility of the Entrant (including Entrant's identity and address) 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 Cred Consulting to enforce this right at any stage does not constitute a waiver of this right.
11. Cred Consulting may disqualify or remove any photograph that it considers (in its sole judgement) is in breach of these terms and conditions or if required to do so for any other reason.
12. Cred Consulting accepts no responsibility for any late, lost, incomplete, incorrectly submitted or delayed Entries whether due to error, omission, alteration, tampering, theft, destruction or otherwise. Cred Consulting has no control over the Internet, Instagram, networks or lines and accepts no responsibility for any problems associated with them, whether due to technical malfunction or otherwise. Cred Consulting is not liable for any consequences of user error including (without limitation) costs incurred. Entries are deemed to be received at the time of receipt into the database, not time of transmission by the Entrant.
13. By submitting the Entry, the Entrant accepts these terms and conditions. These terms and conditions constitute a legally binding agreement between the Entrant and Cred Consulting. These terms and conditions apply in addition to City of Ryde Privacy Policy (available at [www.ryde.nsw.gov .au/Disclaimer+and+Privacy](http://www.ryde.nsw.gov.au/Disclaimer+and+Privacy))

Terms of Use

14. By submitting a photograph, the Entrant:
 - a. Grants Cred Consulting and City of Ryde (and their representatives) a perpetual, irrevocable, royalty- free, worldwide licence to reproduce, communicate, broadcast, edit, adapt, modify or otherwise use the photograph for the purposes of:
 - i. Including winning Entries in Annual Reports
 - ii. Including Entries in promotional activities for the Competition (such as posting entries on social media channels used to directly promote the competition) and subsequent publicity of the Competition (including future versions of the Competition); and
 - iii. For other purposes that are incidental to running the Competition.Cred Consulting will seek an Entrant's permission before using their photographs for other purposes;
 - b. Unconditionally and irrevocably consents to any act or omission that would otherwise infringe the Entrants moral rights in the photograph and present and future rights of a similar nature

conferred by statute anywhere in the world whether occurring before or after this consent is given; and

- c. Agrees to Cred Consulting editing, amending or otherwise modifying the whole or any part of the photograph.

Judging

- 15. Each valid photograph submission will be individually judged by Cred Consulting based on, amongst other things, appropriateness to the theme, creativity, originality and compliance with terms and conditions. Judging will be conducted at Suite 10, 151 Foveaux St, Surry Hills, NSW.
- 16. Cred Consulting will choose five winning photographs at the end of the competition period from all entries. These decisions are final and no correspondence will be entered into.
- 17. The winners and runners up will be contacted by Cred Consulting and will be required to validate his/her eligibility (i.e. provide evidence of valid Entry).
- 18. The winners will be contacted by by Instagram message and the decision will be announced on the City of Ryde website and social media.
- 19. Cred Consulting has the right to disqualify any Entrant if it considers (in its sole discretion) the photograph to be in breach of the key selection criteria, terms and conditions or inconsistent with the maintenance of the image, business, good will of Cred Consulting, City of Ryde and their related entities.

Prizes

- 20. Five (5) winning Entries will be selected at the end of the competition. Each winning Entrant will win an Event Cinemas Gold Class movie voucher to the value of \$100.
- 21. The winning photographs will be published on City of Ryde social media channels. They may also be published on the ryde.nsw.gov.au website.
- 22. There will be five (5) Competition winners in total.
- 23. The prizes are not transferable or exchangeable and cannot be redeemed for any other form of compensation.
- 24. If Cred Consulting is unable to provide the winner with the nominated prize, Cred Consulting reserves the right to supply an alternative prize of similar monetary value.

Media / Photography Requirements

- 25. Each winning Entrant and runner up Entrant agrees to participate in media events, interviews and photo opportunities, as requested by Cred Consulting or City of Ryde for use by Cred Consulting or City of Ryde in future marketing and promotional activities and without requiring further payment by Cred Consulting or City of Ryde or further consent from the winner or runner up.

General

26. The Entrant is liable to Cred Consulting for breach of these terms and conditions under the principles applied by the courts in New South Wales, Australia. However the Entrant is not liable to Cred Consulting for any loss to the extent that it is caused by Cred Consulting.
27. If for any reason, any aspect of this promotion is not capable of running as planned, including by reason of infection by computer virus, mobile network failure, errors or failures, related to Instagram bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond our control which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, Cred Consulting may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected submissions.
28. Cred Consulting, its associated agencies and companies associated with this competition will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) by any person in connection with this promotion or accepting the prizes, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
29. The information the Entrants provide to us will be used in accordance with the City of Ryde Privacy Statement (available at www.ryde.nsw.gov.au/Disclaimer+and+Privacy) and for the purpose of conducting this Competition. Cred Consulting may also use this information to communicate with Entrants about the running of this Competition or similar competitions in the future. Cred Consulting, its associated agencies and companies associated with this Competition may disclose Entrants' personal information to their contractors and agents to assist in conducting this promotion or communicating with the Entrants (including publishing winners' names).

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