

**NAD PHOTO COMP**  
**Game of Skill Trade Promotion**  
**Greyhound Racing SA Limited**  
**TERMS AND CONDITIONS OF ENTRY**

**THE PROMOTION**

- (1) This promotion is the “*NAD Photo Comp*” (“**competition**”) conducted at, or originating from, Greyhound Racing SA, 55 Cardigan Street, Angle Park (“**venue**”).
- (2) The promoter is Greyhound Racing SA Limited (ABN 39094569525) (“**GRSA**”), of 55 Cardigan Street, Angle Park, SA.
- (3) This competition is from 11.00am, Saturday, 8<sup>th</sup> May 2021 to 11.59pm, Thursday 13<sup>th</sup> May 2021.
- (4) This competition, and these terms and conditions of entry, relate to the National Adoption Day (“**NAD**”) for greyhounds, conducted in South Australia by Greyhounds as Pets SA (“**GAPSA**”), an entity of GRSA that promotes and facilitates the fostering and adoption of greyhounds after their racing career.
- (5) All advertising material including competition information, entry instructions, including these terms and conditions of entry (in full or in part), form a part of the conditions of entry.
- (6) The advertising material includes posters and fliers distributed by GRSA; SMS messages, direct emails and messages to the list of members’ contacts held by GRSA; and, websites and social media platforms where GRSA posts content.

**PRIZE POOL**

- (7) All prize values are in Australian currency, paid in form of promotional products.
- (8) The prize pool for the competition is no more than \$600.00.
- (9) The prize pool is available to the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> placed entrants, as selected by GAPSA employees who from a part of a judging panel (“**panel**”). The decision of the panel is final and not subject to review.
- (10) The prize pool comprises three (3) prize packs (one (1) per winning entrant) containing (subject to availability, otherwise a similar alternative will be provided): greyhound plush toy/s; GAPSA calendar; GAPSA pen; Richard Skipworth Greyhound Glossary; greyhound winter coat; GAPSA fridge magnet; and, GAPSA drink bottle.
- (11) Each prize pack is valued at no more than \$200.00 each (\$200.00 x 3 = \$600.00).

**ACCEPTANCE OF TERMS AND CONDITIONS**

- (12) By entering into, and thereby participating in this competition, the entrant agrees to and accepts the terms and conditions of entry. Where the entry is for a person under the age of 18 years, a parent or guardian must consent to the terms and conditions of entry, doing so by allowing the entrant under 18 years to enter the competition; in that event, the consenting parent or guardian is deemed to be the entrant for the purposes of these terms and conditions and taking delivery of the prize.
- (13) By entering into, and thereby participating in this competition, the entrant agrees to participate in any reasonable publicity or advertising that GRSA may request, including photographs and use of the entrant’s image on GRSA promotional material, both online and in print.
- (14) By entering this competition, entrants grant GRSA non-exclusive licence to use the content of their entry, or any part of the content of the entry, in any way GRSA wishes (including modifying, adapting, copying, cropping, retouching, editing, publishing, broadcasting or communicating the entry whether in original or modified form in whole or in part) for the purposes of GRSA’s business on its website, social media or in any marketing campaign, without payment to the entrant of royalties or compensation.
- (15) An entrant’s entry must not include:
  - (a) any image of any other person without that person’s express consent; or, the consent of that person’s parent or guardian, if that person is under 18 years;
  - (b) any content that contravenes any law or order of a court or tribunal; and,
  - (c) any content that is obscene, offensive, potentially defamatory, discriminatory, indecent, prejudicial or inconsistent with prevailing community standards.
- (16) Non-acceptance of any of the terms and conditions of entry will void any entry to the competition.
- (17) Application of, and decisions within, the terms and conditions, rests with the Chief Executive Officer, GRSA, or delegate.
- (18) Winners may have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by GRSA. These terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent that it is permitted to do so by law, GRSA (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the competition, including, without limitation:
  - (a) any technical difficulties or equipment malfunction (whether or not under GRSA’s control);

- (b) any theft, unauthorised access or third-party interference;
  - (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by GRSA) due to any reason beyond the reasonable control of GRSA);
  - (d) any variation in market value to that stated in these terms and conditions;
  - (e) any tax implications; or
  - (f) the prize.
- (19) If for any reason beyond the reasonable control of GRSA this competition is not capable of running as planned, GRSA reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the competition, or amend these terms and conditions, unless to do so would be prohibited by law.

## HOW TO ENTER

- (20) Persons under the age of 18-years who do not have the consent of a parent or guardian; or, persons who, under the Greyhound Racing Rules of Greyhound Racing SA Limited are ordinarily not permitted at the venue, are ineligible to enter the competition.
- (21) Entrants do not need to attend the event to enter.
- (22) Entry is only open to entrants who ordinarily live in South Australia, the proof of which rests with the entrant, if requested by the panel.
- (23) To enter the competition, the entrant must have (or have access to) a social media account on the platforms Facebook or Instagram.
- (24) By using and entering this competition on Facebook and/or Instagram, entrants:
- (a) agree to comply with Facebook's and/or Instagram's terms of use;
  - (b) release Facebook and/or Instagram from all claims based on, related to or arising from the competition; and
  - (c) acknowledge and agree that this competition is in no way sponsored or endorsed by or affiliated with Facebook and/or Instagram.
- (25) GRSA is not responsible for any loss, damage or injury to entrants resulting from entering or participating in this competition including arising from any comments made, or material published, by third parties about the entrants on any social media platform in connection with this competition.
- (26) Entry is open from 11.00am, Saturday 8<sup>th</sup> May 2021 and closes at 11.59pm, Thursday 13<sup>th</sup> May 2021 ("**entry period**").
- (27) To enter, entrants must upload a true and correct image of the entrant and their greyhound, either at the event or elsewhere after the event, but all during the entry period.
- (28) When uploading the image, the entrant must include all of the following hashtags:

**#NADGAPSA**  
**#gapsouthaus**

- (29) The entrant's social media account must be set to 'public' viewing (for the panel to be able to view the entry image).
- (30) Entries must be the eligible entrant's original work. The panel reserves the right to require the entrant to verify that the entry is the entrant's original work. If the panel is unable to verify that the entry is original work to its satisfaction, the entry will be void.
- (31) Entrants warrant that their entry is not in breach of any third-party intellectual property rights. Entrants agree to indemnify GRSA against all losses, damages, claims and costs by third parties arising out of, connected to, or resulting from, a breach of the warranty set out in this clause.
- (32) Entrants can enter (upload tagged images) as many times as they wish ("**entry limit**") during the entry period.
- (33) Employees of GRSA may upload images relating to the event, but those images will not be considered entries for the draw.

## THE DRAW

- (34) At the end of the entry period, the panel will consider the entries and select three (3) images ("**winning entries**" and "**winners**"). The panel, selecting the images may consider (but is not limited to) the following criteria: impact; lighting; story; technical quality; creativity; composition; interest; colour; style; and, presentation. Images that display or encourage unsafe practices in greyhound care, as deemed by the panel, will be void.
- (35) The winners will be announced on the GAPSA social media accounts on Friday, 14<sup>th</sup> May 2021; and the winners will also receive a direct message to arrange collection of the prize.
- (36) If the winning entry is unclaimed after three (3) months, and after reasonable attempts by GRSA to contact the winner fails to do so, the entry is deemed void and the prize will lapse.