

The Biggest Photography Giveaway Competition (Trade Promotion Giveaway) Details, Terms and Conditions

By participating in the Competition, you agree to be bound by these terms and conditions (Terms). These Terms consist of “Part A – Competition Details” and “Part B – General Terms and Conditions”.

If an entrant (you) does not accept these Terms, you must not participate in the Competition and will not be eligible for any prizes offered in the Competition.

PART A – COMPETITION DETAILS

Promoter	Gobe Corp Pty Ltd (T/A Urth) (ABN 35163651081) of Unit 5/74 Centennial Cct, Byron Bay NSW 2481, Australia.
Competition	The Biggest Photography Giveaway Competition
Eligible Entrants	<p>The Competition is open to all members of the public, except those who are:</p> <ul style="list-style-type: none">• under the age of 18• directors/employees of Urth• immediate family members of directors/employees of Urth; or• directors/employees of any company associated with the Competition. <p>“Immediate family members” means any of the following: spouse (current, former or de- facto), 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.</p>
Maximum Number of Entries	There is no limit on the number of entries per person.
Competition Period	Start Date/Time: 8:00 AEST on 7 May 2024 Close Date/Time: 23:59 AEST on 14 May 2024
Entry Method	<p>To enter the Competition on Instagram, you must:</p> <ul style="list-style-type: none">• Follow @Urth on Instagram• Enter email address and Instagram handle through the ink in bio on Instagram leading to a Typeform• Share the pinned Instagram giveaway post to your stories
Judging Date	Giveaway AUD\$200 gift card winners will be drawn daily via a raffle picker generator. The first prize winner of a Fujifilm X100VI Camera + AUD\$750 Urth Kit will be drawn via raffle picker generator on 15 May 2024 by Urth staff at the office of Urth at Unit 5/74 Centennial Cct, Byron Bay NSW 2481, Australia
Judging Criteria	The Competition is a Trade Promotion Giveaway, where chance determines the award of a prize.

Winner Determination	The email address randomly selected by the raffle picker generator, will be the winner of the prize.
Prize	The winner will be awarded the following: First prize: <ul style="list-style-type: none"> • Fujifilm X100VI Camera • Urth kit (Arkose Backpack, Arkose Camera Insert, Zeolite Tech Organiser, Naos Laptop Sleeve, Andesite Camera Pouch, Magnetic Essentials Filter Kit) Second prize: <ul style="list-style-type: none"> • 175 Urth Gift Cards worth AUD\$200 to be used on select Urth products • All entrants to receive 15% off storewide
Total Pool Value for Prize	AUD\$35,000 including GST (based on the retail prices of the Prize as offered for sale on https://au.urth.co)
Winner Notification	Winners will be notified by Instagram direct message and email by 15 May 2024, sent to the account that was used to post the entry.
Claim Period	The winner will have until 23:59 AEST on 19 May 2024 to respond, provide proof of eligibility and claim the prize. If the winner does not claim the Prize by this date, the winner will forfeit the Prize.
Unclaimed Prize	If, after making all reasonable attempts, Urth cannot contact the winner or if the winner does not claim the prize within the Claim Period, Urth may, at its sole discretion, re-select the entrant via the raffle picker generator, as the winner or retain the unclaimed prize.
Prize Delivery	To claim the Prize, the winner must provide Urth with a mailing address for the delivery of their prize. Urth will, at its expense, deliver the Prize by post to the winner within 30 days from the date Urth receives the mailing addresses from the winner.
Undelivered Prize	If the Prize is returned to Urth for whatever reason, Urth may, at its sole discretion, re-deliver, re-distribute or retain the returned Prize.
Publicity	Entrants must, at Urth's reasonable request, participate in all promotional and publicity activities (such as photography and filming) surrounding the entry of the Competition, and entrants consent to Urth using his, her or their name, photos and entry material in promotional material.
Third Party Platform	The Biggest Photography Giveaway Competition is hosted on the websites of Instagram. You acknowledge that the use of this third party platform is subject to the terms and conditions of that platform, including any privacy policy applicable to that platform.

PART B – GENERAL TERMS AND CONDITIONS

1. How to enter

1.1. To enter the Competition, Eligible Entrants must follow the Entry Method during the Competition Period as set out in Part A.

1.2. An entry is deemed to be accepted at the time the entry is received by Urth (and not at the time of submission by the entrant).

1.3. Urth accepts no responsibility for any lost, delayed, misdirected, undelivered or unreceived entries for whatever reason, including for any technical reason. Proof of delivery of the entry is not proof of receipt by Urth.

1.4. There is no entry fee and no purchase is required to enter this Competition.

2. Valid Entries

2.1. Entries on behalf of another person or joint submissions are not allowed.

2.2. Multiple entries (where permitted) must be submitted separately, and each entry must be unique and original.

2.3. Urth reserves the right to verify the validity of entries and entrants at any time. This includes requiring an entrant to provide Urth with proof of age, identity and/or residency, using suitable identification as determined by Urth at its sole discretion.

2.4. Urth may disqualify any entrant, if Urth considers at its sole discretion, that the entrant has breached any part of these Terms, tampered with the entry process or engaged in any improper conduct calculated to jeopardise the fair and proper operation of the Competition (including acting in a disruptive or harassing manner).

3. How to win

3.1. The Competition is a game of skill, and chance plays no part in determining the winners.

3.2. All entries will be judged on the Judging Date in accordance with the Judging Criteria as set out in Part A.

3.3. The judges' decision is final and no correspondence will be entered into.

4. Prizes

4.1. The winners will be awarded the prizes as set out in Part A.

4.2. Prizes may be subject to additional supplier's terms and conditions.

4.3. Prizes may not be transferred, offered for resale, resold, or redeemable for cash.

4.4. The winner is responsible for any tax implications arising from the prize winnings.

4.5. If for whatever reason a prize (or any part of it) is unavailable at the time the winner is announced, Urth reserves the right to substitute any prize (or any part of it) for an item of similar value. Urth accepts no responsibility for any variation in the value of the prize (or any part of it).

5. How winners will be notified

5.1. The winners will be notified on the date and in the manner as set out in the Winner Notification section in Part A.

5.2. If the prize has not been accepted or claimed within the Claim Period as set out in Part A, the relevant winner's entry will be deemed invalid, and Urth will, at its sole discretion, redistribute or retain the prize in the manner as set out in the Unclaimed Prize section in Part A.

5.3. Urth will deliver the prizes in accordance with the Prize Delivery section as set out in Part A.

5.4. To the maximum extent permitted, Urth accepts no responsibility for lost, delayed, damaged, undelivered, misdirected, or unreceived prizes or mail. Urth may, in its sole discretion, re-deliver, re-distribute or retain any undelivered or returned prize.

6. Privacy and Use of Your Personal Information

6.1. Urth collects your personal information for the purpose of conducting its business and the Competition (including determining and notifying the winners).

6.2. Urth will use and handle your personal information in accordance with its Privacy Policy, as set out in urth.co/pages/privacy-policy (as updated from time to time).

6.3. Urth may also publish the name, company/organisation and suburb of the winners on Urth's Instagram page and website at urth.co © Urth 2024

7. Your Obligations

7.1. When participating in the Competition, you must comply with these Terms and all applicable laws and regulations, including intellectual property, privacy, antidiscrimination and criminal laws

7.2. Without limiting the previous paragraph, you must not submit any content or material that:

- (a) infringes the copyright, moral rights, privacy rights or confidentiality rights of any third party;
- (b) contains any virus or other damaging material; or
- (c) is inappropriate, defamatory, abusive, obscene, vulgar, offensive, involves unlawful discrimination, threatens, intimidates or harasses any person.

7.3. You warrant to Urth that:

- (a) you are eligible to participate in the Competition in accordance with these Terms;
- (b) all contents and materials you submitted as part of the entry are original works, and do not infringe any rights (including intellectual property rights) of any third party; and
- (c) to the best of your knowledge, all details provided with the entry are true and accurate.

7.4. A breach of the warranty set out in this condition will result in the entry being invalid.

7.5. You indemnify Urth (and will keep Urth indemnified) against all losses, damages and costs incurred by Urth arising from or in connection with your breach of the above warranties.

PART B – GENERAL TERMS AND CONDITIONS

8. Intellectual Property

8.1. You grant Urth a worldwide, non-exclusive, royalty-free, licence-fee-free, sub-licensable, transferable, perpetual and irrevocable licence to use, copy, store, reproduce, modify, adapt, make derivative works of, display, publish, distribute, perform, broadcast, communicate, commercialise, and exploit the content and materials you submitted as part of your entry (including your name and comments) for any purpose (including promotional, marketing or publicity purposes).

8.2. You agree that Urth and its authorised licensees may do (or omit to do) any acts in respect of your content which may otherwise constitute an infringement of your moral rights. Without limiting the foregoing, you agree that Urth may fail to attribute you as the author of the content, and that Urth may publish an edited or adapted version of your content, for legal, editorial or operations reasons.

9. No Warranty

9.1. Urth does not guarantee that access to the Competition website (if any) will be uninterrupted or that it is free from viruses or anything else which may damage any computer which accesses the Competition website or any data on such a computer.

9.2. Urth makes no representation or warranty in relation to any of the prizes (including quality, suitability or merchantability).

9.3. Nothing in these Terms restricts, excludes or modifies (or purports to restrict, exclude or modify) any statutory consumer rights under any applicable law, including the Competition and Consumer Act 2010 (Cth).

9.4. To the maximum extent permitted by law, Urth excludes all liability (including negligence) in respect of any loss, expense, damage, personal injury suffered by any person arising out of or in connection with this Competition, including submitting an entry or accepting/using any prize.

10. General

10.1. Urth may, in its sole discretion and at any time, update, change or modify these Terms. Such change shall be effective immediately upon posting to this webpage.

10.2. If for any reason this Competition (or any aspect of it) is not capable of running as planned due to an event beyond the control of Urth, including by reason of weather, natural disasters, infection by computer virus, communications network failure, or unauthorised intervention, Urth reserves the right, in its sole discretion, to cancel, terminate, modify, suspend or postpone the Competition (or any aspect of it).

10.3. Any queries regarding the Competition should be directed to support@urth.co in Byron Bay NSW, Australia.

10.4. These Terms are governed by the laws of New South Wales, Australia. Each entrant unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.