

TERMS AND CONDITIONS OF ENTRY

1. The Promoters are the Herald and Weekly Times Pty Ltd (ABN 49 004 113 937) of 40 City Road, Southbank Vic 3006 and Accor Hotels (ABN 17 065 560 885) of Level 30, 123 Pitt Street, Sydney NSW 2000.
2. Entry to the competition is open to all residents of Australia. There is no minimum age limit, however any prizes that may be won by an entrant below the age of 18 will be awarded to their parent/legal guardian.
3. Information on how to enter forms part of the terms and conditions of entry. Entry into the competition is deemed acceptance of these terms and conditions.
4. Entry to the competition is free.
5. One entry per person, multiple entries are not acceptable.
6. To enter, email your memorable photo which captures the spirit of a destination to extragosnaps@heraldsun.com.au and provide your name, address, suburb, state, postcode, daytime phone number, email address, year of birth, plus briefly detail in fifty (50) words the following information pertaining to the image – date, location & synopsis for the image plus also attach/insert your photograph. When and if you register, you agree to provide accurate information about yourself as prompted by the appropriate registration form. You acknowledge that if you provide any inaccurate information, your entry may be deemed invalid.
Please note the following photographic conditions will apply to all photographers pertaining to the taking of the photographs: -
 - Photographs must be the original work of the entrants and must not contain any offensive or defamatory material
 - Photographs must be previously unpublished
 - Multiple photos and/or hard copies will not be accepted
 - Photographs must strictly capture the spirit of a destination and can include people, places and scenes, as determined by the judges.
 - Photos must have been taken after taken no more than 18 months ago from date of submission.
 - Photographic image size must less than 2 megabytes
 - Entries must be received by 12.00midday EST each Tuesday that the Competition is open - late entries will not be accepted.
 - Upon receipt of the photographs, they become the property of the Promoters and will not be returned to entrants. The entrants irrevocably consent to the Promoters publishing the photographs in the Herald Sun newspaper and/or on the Internet, to store them on an electronic database to use them for promotional purposes at no cost to the HWT.
7. Competition begins 29/7/08 at 2.00pm EST and closes 2/9/08 at 12.00 midday EST unless otherwise advised.
8. The competition is a weekly Competition which commences on:
 - Week 1 - 29/7/08 at 2.00PM EST and closes at 12.30PM EST 5/8/08
 - Week 2 - 5/8/08 at 2.00PM EST and closes at 12.30PM EST 12/8/08
 - Week 3 - 12/8/08 at 2.00PM EST and closes at 12.30PM EST 19/8/08
 - Week 4 - 19/8/08 at 2.00AM EST and closes at 12.30PM EST 26/8/08
 - Week 5 - 26/8/08 at 2.00AM EST and closes at 12.30PM EST 2/9/08
9. Judging will be conducted weekly by suitably qualified judges. The weekly winner will be judged each Tuesday at 12.30pm EST at Herald and Weekly Times Pty Ltd (ABN 49 004 113 937) Level 11, 40 City Road, Southbank Vic 3006. The Weekly winner will be notified by email and details to appear in the Herald Sun on 8/8/08, 15/8/08, 22/8/08, 29/8/08, 5/9/08. The entry judged to be the best and most creative photographic image incorporating the spirit of a destination as determined by the judges will win an overnight stay at a participating Accor Hotel.
 - Week 1 - Novotel Forest Resort, Creswick
 - Week 2 - Mercure Hotel, Melbourne
 - Week 3 - Novotel, St Kilda
 - Week 4 - Hotel Ibis, Melbourne
 - Week 5 - Sofitel, MelbourneEach prize worth up to approx \$300.00 or total prize value approx \$1,500.00.
10. The judges will assess the quality and creativity of the entries incorporating composition, content, technical expertise and ability to capture the travel experience. Each entry will be judged on its merits. Chance plays no part in determining the winner. The Promoters decision is final and no correspondence will be entered into.
11. The prize is not transferable or exchangeable and cannot be taken as cash. The Promoters accept no responsibility for any variation in the prize value. The Promoters will not be responsible if the prizes or any part of the prizes become unavailable for reasons beyond the Promoters' control. In the event of such cancellation, re-scheduling or unavailability of the prizes, the Promoters will endeavour but are not obliged to provide a substitute prize of equivalent value.
12. The Promoters are not responsible for any incorrect or inaccurate information, caused by any of the equipment or programming associated with or utilised in this competition, or by any technical error that may occur in the course of the administration of this competition. The Promoters 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.
13. To the full extent permitted by the law, the Promoters exclude liability for any loss, damage or injury whatsoever suffered or sustained (including, but not limited to direct, indirect, special or consequential loss or damage, loss of opportunity revenue or profit) arising directly or indirectly out of or in connection with this promotion.
14. Each entrant assigns all rights in their photograph entry including all intellectual property rights (which includes, all intellectual and industrial property rights and like rights existing now or in the future including, without limitation, copyright, trade mark, design and the right to apply for registration of such rights existing in Australia or elsewhere) free from encumbrances or liens, to HWT.
15. Entrants on and by lodging their photograph indemnify the Promoters, their directors, employees and agents against all claims, demands, proceedings, costs (including solicitors and own customer costs), expenses, damages, awards, judgements and any other liability whatsoever wholly or partially arising directly or indirectly out of or in connection with defamation, infringement of copyright, infringement of trade marks or names of publication titles, breach of trade practices, privacy or fair trading legislation, violation of rights of privacy or confidential information or licences or royalty rights or other intellectual property rights, and warrant that the Photograph complies with all relevant laws and regulations and that its publication will not give rise to any claims against or liabilities in the Promoters, their directors, employees or agents.
16. HWT is collecting your personal information as set out in the competition entry form to process your competition entries. We may share your information with other persons or entities that assist us in running this competition. You can gain access to your personal information by contacting our privacy officer at: Privacy Officer (03) 9292 1137; privacy@hwt.newsltd.com.au GPO Box 14999, Melbourne MC 8001. HWT's privacy policy is available at <http://www.news.com.au/heraldsun/privacy>. HWT for publicity purposes may use the name and if applicable, image of the winners and persons accompanying the winners.