SHBG PHOTOGRAPHY COMPETITION Terms and Conditions

2026 Southern Highlands Autumn Gardens Weekend & Plant Fair, SHBG Photography Competition Terms and Conditions

1. **Promotion Name:** Southern Highlands Autumn Gardens Weekend & Plant Fair, Photography Competition.
2. **Promoter:** This competition is conducted by the Southern Highlands Botanic Gardens Ltd (ABN 68 164 166 821), of 1 Old South Road, Bowral, NSW 2576 ("the Promoter"). Promoter's Contact Email: admin@shbg.com.au | Promoter's Contact Phone: (02) 4861 6052.
3. **Competition Period:** The promotion opens at the commencement of the Southern Highlands Autumn Gardens Weekend & Plant Fair 9am on 18 April 2026 and closes at 5:00pm AEST on 20 April 2026 ("Promotion Period"). Judging Date: 10:00am AEST, Thursday 30 April 2026.
4. **Eligibility:**
    - The competition is open to individuals who are 16 years or older.
    - Employees, contractors, and their immediate families of the Promoter are not eligible to enter.
    - Unlimited entries per person is allowed during the competition period.
5. **How to Enter:**
    - To enter, participants must take a photo at any of the six participating open gardens or at the Plant Fair at the Southern Highlands Botanic Gardens during the Promotion Period.
    - Participants must post their photo on their personal Instagram or Facebook account and tag SHBG social media account Instagram or Facebook (@shbotanicgardensbowral / SHBotanicGardens) in the post.
    - The post must remain publicly visible for the duration of the judging period.
    - Entries must be submitted during the Promotion Period.
    - By entering, participants confirm that the photo is their own original work and does not infringe the rights of any third party.
    - Multiple photos on the one social media post are permissible and will be judged as individual photos.
6. **Prize:**
    - The winner will receive a prize package valued at $330, including:
        - Weekend tickets to our 2027 Southern Highlands Autumn Gardens Weekend & Plant Fair.
        - $200 voucher to spend at SHBG Plant Nursery.

- The prize is non-transferable, non-refundable, and cannot be exchanged for cash or any other prize unless otherwise stated.
- Any additional expenses are the responsibility of the winner.

7. **Winner Selection:**
    - The winner will be selected by a panel of SHBG judges following the close of the Promotion Period.
    - Entries will be judged on creativity, composition, and relevance to the event.
    - Judging will take place at the Southern Highlands Botanic Gardens' office on Thursday 30 April 2026 at 10:00am AEST.
    - The decision of the judges is final. No discussion, negotiation, or correspondence will be entered into regarding the judging outcome.
    - The winner will be notified by direct message to their social media account within 5 business days of the judging date.
    - The winner's name and winning entry will be published on the Promoter's website and/or social media channels.
8. **Prize Claim:**
    - The winner must respond to notification and claim their prize within 5 days of being notified.
    - If the winner does not claim their prize within this period, the judges reserve the right to award the prize to the next selected entry, and the new winner will be notified within 3 business days.
9. **Privacy:**
    - By entering, entrants consent to the collection, use, and disclosure of their personal information by the Promoter, in accordance with its privacy policy.
    - By entering, participants agree to these Terms and Conditions and consent to their name and entry photo being published should they be judged the winner.
    - The winner agrees to participate in reasonable publicity as requested by the Promoter.
    - The Promoter will not share personal information with third parties unless required to do so by law.
10. **Intellectual Property:**
    - By entering, participants grant the Promoter a non-exclusive, royalty-free licence to use, reproduce, and publish the submitted photo/s for promotional purposes, including on social media, the SHBG website, and future event materials, with appropriate credit given to the entrant.
    - Participants retain ownership of their photos.

11. General Terms:

- The Promoter reserves the right to amend or cancel the competition at any time without notice.
- The Promoter accepts no responsibility for any loss, damage, or injury to persons or property arising from entry into or participation in the competition.
- Entries that are offensive, inappropriate, or in violation of the platform's community standards will be disqualified.

12. Limitation of Liability:

- To the fullest extent permitted by law, the Promoter and its agents exclude all liability (including negligence) for any loss, damage, or injury of any kind suffered in connection with this promotion or in redeeming the prize, except where liability cannot be excluded by law.
- The Promoter is not responsible for late, lost, or misdirected entries, or technical failures affecting the entry process.

13. Conduct:

- The Promoter reserves the right to disqualify any entries deemed fraudulent, incomplete, offensive, or in violation of these Terms and Conditions. Any attempt to tamper with or abuse the entry process may result in disqualification.
- The decision of the judges is final in all matters relating to this competition, and no correspondence will be entered into.

14. Governing Law:

- These Terms and Conditions are governed by the laws of New South Wales, Australia.

15. Trade Promotion Compliance:

- This promotion is a game of skill. No permit is required under NSW law as the total prize pool does not exceed $10,000.

Effective date: *30 March 2026*.