

DK 'My Australia' Photo Competition

Conditions of Entry

1. **Proof of purchase is not required to enter.** Simply fill in the online entry form at www.penguin.com.au/competitions and submit your photo for judging between Monday August 9, 2010 and Friday October 1, 2010.
2. Your submission must be a photo that depicts one of the four specified Australian themes: Australian city, Australian country, Australia's surf, sand or sea and Iconic Australia. The judges will select three photos from each theme as winners. One of the twelve photos will be judged as the overall winner.
3. You may enter more than once. You must submit only one photo per submission. If you submit more than one photo per submission your submission will not be considered valid.
4. **The photo/s you submit must be a JPEG format no more than 1MG in size. Please do not send photos larger than this size as they will not be considered a valid entry and therefore not qualify for judging.**
5. This promotion is open to Australian residents except employees of the Promoter and those related to the employees including their families, agents and anyone else connected with this promotion.
6. The competition closes midnight AEST, Friday October 1, 2010 subject to Paragraph 14 below. The Promoter, Penguin Books Australia accepts no liability for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, technical problems and/or traffic congestion on telephone networks or lines that cause late or delayed entries, or for any lost and/or misdirected entries not received by the closing date.
7. Competition winners will be judged at 10am AEST, Tuesday October 5, 2010 at Penguin Books Australia, 250 Camberwell Road, Camberwell, Victoria. The winners' photos, name and state will be announced on www.penguin.com.au/competitions and Penguin Books Australia's Facebook page from Friday October 8, 2010.
8. Chance plays no part in determining the winner. Entries will be judged in regard to photographic skill and composition.
9. Winners will be notified by phone/email.
10. If you win you must claim your prize within 21 days after we have notified you. We will send your prize to you within 28 working days after you have claimed the prize.
11. All entries become the property of Penguin Books (Australia), so please do not send any additional creative materials apart from your photograph as no material can or will be returned.
12. By entering this competition you expressly confirm and warrant that:
 - (a) each photo you submit is created and wholly-owned by you;
 - (b) if your entry uses any third party materials, you have obtained the owners' express consent to use the materials, unless you have verified that the materials are no longer protected by copyright or other intellectual property rights;
 - (c) you will indemnify and keep the Promoter harmless from any claims that the photo infringes personal or proprietary right of anyone;
 - (d) you have the right to grant, and you expressly grant to the Promoter a perpetual, royalty-free, non-exclusive licence to edit, publish, translate, modify, adapt, make available and distribute the photo(s) throughout the world in any media now known or hereafter invented; and
 - (e) you will complete any necessary documentation to formalise the licence.If you do not want to grant us these rights, please do not submit materials to us.
13. The judges' decision is final and no correspondence will be entered into. The judging panel consists of photographer Tom Ang and representatives of Dorling Kindersley and Penguin Books.
14. The overall winner will receive a \$3,000 lastminute.com.au travel voucher and \$2,000 photography voucher. The runners' up will a \$500 lastminute.com.au travel voucher and a

DK Eyewitness Travel Guide of their choice. The total value of prizes on offer does not exceed \$10,995rrp. Penguin accepts no responsibility for stolen, lost or misplaced vouchers. Vouchers you receive as part of your prize are to be used in accordance with the conditions of use as prescribed by the issuer.

(a) Please note the lastminute.com.au vouchers are valid for offline bookings only, via the lastminute.com.au customer service team. Vouchers expire 31 December 2010. The voucher is non-transferable, non-refundable, non-exchangeable, non-replaceable and non-redeemable for cash. Vouchers must be taken as offered. No modifications or exchanges will be possible. The voucher must be used in a single transaction. No change will be supplied should the total transaction be less than the value of the voucher. Should the total transaction be greater than the value of the voucher, it is the voucher holder's responsibility to pay the difference. The value of the voucher must cover lastminute.com.au booking fees and charges.

15. Participation is not transferable and not redeemable for cash or any other goods or services. If for any reason the promotion is not capable of running as planned, the Promoter reserves the right in its discretion (subject always to any direction given by a relevant gaming or lotteries authority) to cancel, terminate, extend, modify or suspend the promotion. The Promoter may in its discretion disqualify any individual who tampers or interferes with the participation process.
16. **Your privacy:** Personal information you submit as a participant will be collected, stored and used for purposes related to the Promotion and for direct marketing by Penguin Books Australia in accordance with the national privacy principles under *the Privacy Act 1988 (Cth)*. You expressly consent to us using your personal information to advise you of products, services, competitions or promotions offered by us or a third party and to develop or manage our relationship with you, by means which include emails. You can view or print a copy of our privacy policy at <http://www.penguin.com.au/Privacy/PandSstatement.htm>.
If you do not wish to receive marketing information from us, please untick the box on the online entry form.
17. Each participant agrees to be bound by these terms and conditions. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including without limitation negligence), for any loss or damage; whether direct, indirect, special or consequential, arising in any way out of the Promotion.
18. These terms and conditions are governed by the laws of the State of Victoria, Australia.
19. The Promoter is Pearson Australia Group Pty Ltd ABN 40 004 245 943 through its Penguin Books Australia division at 250 Camberwell Road, Camberwell, Victoria 3124.