

These terms and conditions are a legally binding agreement. Submission of your photograph for the design of the community mural in relation to the *Legendary Stanhope: Proud People, Proud Community project* ("Project") is your express acceptance of these conditions of entry, and you agree to be an Entrant. If you do not agree with any of these Terms and Conditions, you should not submit your photograph.

ENTRANT LICENSES/RELEASES

The Entrant warrants:

- (a) It is solely responsible for obtaining, and has obtained prior to submission of the photograph, any and all releases and consents necessary (including from persons appearing in the photograph) to permit the exhibition and use of the photograph in the manner set forth in these Terms and Conditions without additional compensation;
- (b) If any person appearing in any photograph is under the age of majority in their state or territory of residence the signature of a parent or legal guardian has been obtained;
- (c) The photograph is the original work of the Entrant and the Entrant has all intellectual property rights (including moral rights) necessary to submit the photograph for the purposes of the Project; and
- (d) Where the photograph submitted includes or incorporates the intellectual property rights of a third party, the Entrant has secured all necessary consents, licenses and permissions from that third party to submit the photograph for the purposes of the Project.

By submitting a photograph, all Entrants grant Fonterra Brands (Australia) Pty Ltd (ABN 80 095 181 669) ("**Sponsors**") and their designees, any Related Body Corporate, licensees or affiliates (the "Authorized Parties") a non-exclusive, permanent, worldwide license, to edit, reproduce, distribute, display and post the entries online so that viewers may view all competing entries in relation to the Project.

In addition, each Entrant grants to the Authorized Parties a license for use of his/her submission in any media now and hereafter, including but not limited to, print or digital publications and promotions related to the Project. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use.

THIRD PARTY RELEASES/LICENSES

All Entrants authorise Fonterra to reproduce, distribute, display and create derivative works of the photograph entry in connection with the Project in any media now and hereafter, including but not limited to: print and digital publications, websites, and in exhibits and promotions related to the Project. Entrants authorise the Authorized Parties to reproduce, distribute, display and create derivative works of the photograph entries.

INDEMNITY

The Entrant will, at all times, indemnify and keep indemnified the Authorized Parties, against any and all claims, liabilities, damages, losses, costs and expenses (including legal costs and expenses) arising out of or relating to or is a consequence of:

- (a) any breach or alleged breach of any term, condition or warranty by the Entrant; and
- (b) any claims in relation to infringement of any rights of any third party arising in connection with the use of the submitted photographs by or under the authority of the Entrant, including any assignee or licensee of the Entrant.

This indemnity survives the expiration or termination of this agreement.

LIMITATION OF LIABILITY

By participating, Entrants agree to release, discharge and hold harmless the Authorised Parties, and each of their respective partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this project and any related activities.

Authorised Parties assume no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to entries or entry forms; or alteration of entries or entry forms. The Authorised Parties are not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any e-mail entry to be received on account of technical problems or traffic congestion on the Internet or at any Web site, human errors of any kind, or any combination thereof, including any injury or damage to Entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to this project.

USE OF ENTRANT'S NAME, IMAGE, LIKENESS OR VOICE

Entrants agree that if the submitted photograph is selected to be used in the Project, that the Authorised Parties may use each Entrant's name, photograph, likeness, and voice in any promotion or advertising relating to the Project or future promotions of the mural without compensation or approval.

RIGHT TO CANCEL OR SUSPEND PROJECT

If for any reason the project is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsors that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this project, the Sponsors reserve the right, at their sole discretion, to cancel, terminate, modify, or suspend the project without compensation to the Entrant. If the Sponsors elect to cancel or terminate the Project, the Sponsors will not retain any rights in the submitted photographs