

PEXELS PHOTO CHALLENGE COMPETITION TERMS & CONDITIONS

1. These terms and conditions contain information on how to enter this competition and the prizes available. Entries must comply with these terms and conditions to be valid.
2. The Promoter is Pexels GmbH, Franz-Schubert-Str. 20, 34277 Fuldabrueck, Germany and Cariuma (the "Promoter").
3. The competition will run from June 8, 2020 12 am EST until July 16, 2020 12 am EST (the "Promotional Period"). Entries received after July 9, 2020 12 am EST will not be accepted. July 9,
4. The competition is open to individuals aged 18 or over, except: countries where Cariuma does not ship. For more on those locations please see their [site here](#).
 - a. directors, management and employees (and their respective Immediate Families) of the Promoter;
 - b. the Promoter's retailers, suppliers, associated companies and agencies who are associated with this competition and their directors, management and employees (and their respective Immediate Families). Immediate Family means any of the following: spouse, ex-spouse, de-facto spouse, 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.
5. To enter this competition you must submit one or more images through the Pexels Ocean Life Challenge found at <https://www.pexels.com/challenges/ocean-life/?a>
6. Selection of the top 20 images is a game of skill. Chance plays no part in determining the top selections. All entries will be judged individually on their merits based on creativity and originality. People's Choice winners will be based on the number of votes, calculated electronically via Cariuma.
7. Each entrant warrants that any entry that he or she submits as part of this competition:
 - a. was authored solely by him or her, and no other person;
 - b. is not defamatory;
 - c. contains nothing lewd, vulgar, inappropriate or obscene;
 - d. does not promote bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - e. does not infringe the intellectual property rights, moral rights or any other rights of another person;
 - f. does not violate Instagram, Facebook and Twitter's terms and conditions of use; and
 - g. does not involve any other unlawful conduct.
8. Limit applies of one Prize per person.
9. The Prize(s) is (are): First place, X-T4 Mirrorless Digital Camera with XF18-55mmF2.8-4 Kit, Black (\$2,099.95) by Fujifilm, \$250 cash prize by Pexels, \$250 cash prize by Cariuma, pair of shoes by Cariuma \$79. Second place, X100V, Black (\$1,399.95) by Fujifilm, \$100 cash prize by Cariuma, pair of shoes by Cariuma \$79. Third place, X-T200 Kit w/ XC15-45mm Lens, Dark Silver (\$799.95 ARV). The total Prize pool for the competition is RRP \$5,057.85. Stated Prize values are the recommended retail value (including GST) in American dollars, are provided by the supplier and are correct at the time of printing.
10. Judging will take place on July 7, 2020 at various employee locations; United States, Canada and Germany. Entries will be judged by style and relevance to the theme description. The judge's decisions are final and binding. No correspondence will be entered into.
11. The winner(s) will be notified by email within 2 days of the judging date.
12. Winners will be notified by email to confirm shipping and money transfer details. Prize money will be awarded via PayPal. If winners are located outside of the United States, cameras will be purchased in market or winners will be reimbursed
13. The winner(s) has until Midnight on July 31, 2020 to confirm acceptance of their Prize in accordance with paragraph 12 above; otherwise, he or she will be taken to have forfeited his or her right to any Prize.

14. The Promoter will make all reasonable attempts to identify and contact each Prize winner. In the event that a Prize winner cannot be identified or contacted by Midnight on July 31, 2020, despite all reasonable attempts to do so by the Promoter, or a Prize is unclaimed by that time for any other reason whatsoever (including because the winner has forfeited his or her right to that Prize, the Prize winner does not accept and claim the Prize in accordance with these terms and conditions, the winner or the winning entry does not comply with these terms and conditions, or otherwise), the Promoter may dispose of that Prize as it sees fit (subject to any written directions from a regulatory authority).
15. Before any Prize is awarded, the Promoter may require the winner and his or her guest to sign an agreement or deed to release the Promoter and its associated companies (and one or more of the service providers or prize suppliers associated with the competition) from, and indemnify the Promoter and its associated companies (and one or more of the service providers or prize suppliers associated with the competition) against, any loss, damage or injury arising from the use or participation in any component of the Prize, except to the extent any loss, damage or injury is due to the negligence or willful misconduct of the Promoter.
16. The Prize(s) will be delivered to the winner(s) by: direct mail if located in the United States and cash prize transferred via PayPal. Delivery timing will vary depending on winners locations.
17. Redemption, participation in and acceptance of a Prize is subject to the terms and conditions of any service provider or prize supplier associated with the competition. The Promoter and all service providers and prize suppliers associated with the competition expressly reserve the right to eject the winner and/or his or her guest for any inappropriate behaviour while participating in any element of a Prize.
18. The winner(s) will be responsible for ensuring they are able to accept the Prize as set out, including any expenses and arrangements involved in collecting and using the Prize(s), and in accordance with these terms and conditions. Prizes, or any portions of Prizes, are not refundable, exchangeable, replaceable, redeemable, or transferable for cash under any circumstances. Prizes, or components of Prizes, are subject to availability and the Promoter reserves the right to substitute any Prize, or component of a Prize, with a Prize of equal or greater RRP value, subject to any written directions from a relevant regulatory authority. Winners will not be entitled to any additional compensation in the event that the Prize (or component thereof) has been substituted at equal or greater RRP value.
19. To the extent permitted by law, the Promoter accepts no responsibility for:
 - a. any late, lost or misdirected entries or other communications; or
 - b. any Internet traffic congestion or problems with, or technical malfunction of, any hardware or software, including but not limited to any damage to the hardware or software of any entrant or other persons related to participation in the competition.
20. The Promoter reserves the right to reject any inappropriate entries or entries that do not enter into the spirit of the competition or entries which otherwise do not comply with these terms and conditions, at its sole discretion.
21. The Promoter's decision is final and binding in all matters relating to the competition and no correspondence will be entered into.
22. To the extent permitted by law, including the Australian Consumer Law, the Promoter and its associated companies (including their officers, employees and agents) will not be responsible for any acts of god, acts of terrorism or war (declared or undeclared), state of emergency, disaster, technical failures, security breaches, tampering, unauthorised intervention, fraud, computer viruses or other events beyond the Promoter's control which affect the proper or reasonably anticipated conduct or administration of the competition, or prevent the awarding of a Prize in accordance with these terms and conditions. If such an event occurs, the Promoter reserves the right to cancel, terminate, modify or suspend the competition, subject to any written directions from a relevant regulatory authority.
23. Nothing in these terms and conditions limits, excludes or modifies the statutory consumer guarantees provided under the Australian Consumer Law in the *Competition and Consumer Act 2010* (Cth), or any other implied warranties under any legislation in Australia. Except for any liability that cannot be excluded by law, the Promoter and its associated companies (including their officers, employees and agents) excludes all liability (including for negligence), for any personal injury or any loss or damage (whether direct, indirect, special or consequential) arising in any way out of the competition, including but not limited to where such injury, loss or damage arises out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or Prize claim that is lost, altered, damaged or misdirected due to any reason beyond the Promoter's reasonable control; (d) any variation in Prize value to that stated in these terms and conditions; (e) any tax liability incurred by an entrant, or a winner, or his or her guest; (f) participation in the competition or any component of a Prize by an

entrant, or a winner, or his or her guest; (g) the conduct, act or omission of any service provider or prize supplier associated with the competition; (h) cancellation or postponement of any portion of the Prize for any reason beyond the Promoter's reasonable control.

24. The Promoter reserves the right to request verification of age, identity, residential address and any other information from any entrant, or winner or his or her guest relevant to entry into or participation in the competition. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the competition. Entry forms are void if stolen, forged, mutilated or tampered with in any way.
25. By submitting an entry, each entrant grants the Promoter a worldwide, non-exclusive, royalty-free licence (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such entry or any adaptation thereof (or any part of any such entry or of any such adaptation), in any and all media or distribution methods whether now known or later developed, without any restrictions and without any payment to the entrant or other consideration of any kind.
26. Each entrant irrevocably and unconditionally consents, as the author, to the fullest extent permitted by law (either present or future), to the Promoter (and its licensees, contractors, assignees and successors and their licensees, and any other person authorised by any of them):
 - a. using, disclosing, reproducing, copying, adapting, publishing, performing, exhibiting, communicating or transmitting any entry that the entrant submits as part of the competition or any adaptation thereof (or any part of any such entry or of any such adaptation), anywhere in the world, in whatever form and in whatever circumstances the Promoter (or its licensees, contractors, assignees and successors and their licensees, and any other person authorised by any of them) think fit, including the making of any distortions, additions or alterations to, or mutilating or destroying, any entry or any adaptation thereof (or any part of any such entry or of any such adaptation) as so used, disclosed, reproduced, copied, adapted, published, performed, exhibited, communicated or transmitted; and
 - b. using, disclosing, reproducing, copying, adapting, publishing, performing, exhibiting, communicating or transmitting any entry that the entrant submits as part of the competition or any adaptation thereof (or any part of any such entry or of any such adaptation) anywhere in the world without making any identification of the entrant as the author in relation to any of them.
27. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting the competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied or services provided by the Promoter.
28. Entries remain the property of the Promoter. The Promoter will handle entrants' personal information in accordance with these terms and conditions and the Promoter's privacy policy available at <https://www.pexels.com/privacy-policy/>. By providing their personal information to the Promoter, each entrant consents to the collection, use, storage and disclosure of that information as described in the Promoter's privacy policy and these terms and conditions.
29. The Promoter collects personal information about the entrants in order to:
 - a. conduct and process the competition;
 - b. promote the competition and the Promoter's products and services to which the competition relates; and
 - c. to provide entrants with information about the Promoter's products and services and the products and services of the Promoter's carefully selected and trusted business partners and related bodies corporate;and for purposes otherwise set out in the Promoter's privacy policy at <https://www.pexels.com/privacy-policy/>. The Promoter may collect this information directly from entrants or from third parties.
30. The Promoter may disclose entrants' personal information to third parties that help to process, promote and conduct the competition or as required by Law or a Governmental Agency. If the entrants do not provide this information, they will not be able to participate in the competition.
31. Each entrant acknowledges that the Promoter may use and disclose their personal information to offer the entrant products and services that the Promoter believes may interest the entrant. The Promoter may also disclose the entrants' personal information to the Promoter's related companies or to other trusted business partners so that they can tell the entrants about their products and services, and to other companies who assist the Promoter to market its products and services. If an entrant does not want to receive marketing offers by email or in hard copy, the entrant can contact the Promoter at hello@pexels.com.

32. The Promoter's privacy policy explains: (i) how the Promoter stores and uses, and how entrants may access and correct their personal information; (ii) how entrants can lodge a complaint regarding the handling of their personal information; and (iii) how the Promoter will handle any complaint. If entrants would like any further information about the Promoter's privacy policies or practices, please contact the Promoter at hello@pexels.com.
33. Submitting an entry as described above will be deemed acceptance of these terms and conditions.
34. All standard terms and conditions from time to time for use of the Promoter's website and services apply for further information please go to: <https://www.pexels.com/terms-of-service/>
35. These terms and conditions and any dispute or claim (including a non-contractual dispute or claim) arising out of or in connection with these terms and conditions shall be governed by the laws of New South Wales and subject to the non-exclusive jurisdiction of the courts of that State.