

## LOCALS BEHIND THE LENS PROMOTION

### TERMS AND CONDITIONS

1. Information on how to apply, enter, and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entries are only open to Victorian residents.
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Eligibility to vote and enter into the Prize Draw (defined below) is only open to Victorian residents aged 18 years or over.
5. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to vote and enter the Prize Draw. 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 1<sup>st</sup> cousin.
6. The Promoter is ISPT Pty Ltd (ABN 28 004 582 423) of Level 11/8 Exhibition St, Melbourne VIC 3000 (the “**Promoter**”).
7. A participating centre is any of the following listed centres (each a “**Participating Centre**”):
  - Tarneit West Village ([www.localsbehindthelens.tarneitwest.com.au](http://www.localsbehindthelens.tarneitwest.com.au))
  - Taylors Hill Village ([www.localsbehindthelens.taylorshill.com.au](http://www.localsbehindthelens.taylorshill.com.au))
  - Mill Park Village ([www.localsbehindthelens.millpark.com.au](http://www.localsbehindthelens.millpark.com.au))
  - Lynbrook Village ([www.localsbehindthelens.lynbrook.com.au](http://www.localsbehindthelens.lynbrook.com.au))
  - Mornington Central ([www.localsbehindthelens.mornington.com.au](http://www.localsbehindthelens.mornington.com.au))
  - Showgrounds Village ([www.localsbehindthelens.showgrounds.com.au](http://www.localsbehindthelens.showgrounds.com.au))
  - Lilydale Village ([www.localsbehindthelens.lilydale.com.au](http://www.localsbehindthelens.lilydale.com.au))
  - Central West Shopping Centre ([www.localsbehindthelens.centralwest.com.au](http://www.localsbehindthelens.centralwest.com.au))
8. The promotion opens for submissions on 15 September 2025 and closes at 11:59PM AEDT on 12 October 2025 (“**Submission Period**”). Judging of the submissions starts on 13 October 2025 and concludes at 11:59pm AEST on 15 October 2025 (“**Judging Period**”). Public voting for the winners starts on 27 October 2025 and closes at 11:59PM AEDT on 16 November 2025 (“**Voting Period**”).
9. To enter, individuals must complete the following steps during the Submission Period:
  - (a) Capture a photograph featuring places, people, events and/or community spirit. Photographs must be taken within a 10km radius from a Participating Centre;
  - (b) Visit the URL of the Participating Centre of entry (as set out in clause 7 above) and follow the prompts to the promotion entry page;
  - (c) Input the requested details including first name, last name, mobile phone number, residential suburb and postcode, and valid email address;
  - (d) Select the Category (defined below) for entry;
  - (e) Upload the photograph when prompted; and
  - (f) Submit the fully completed online entry form.
10. The Promoter reserves the right, at any time, to verify the validity of entrants and reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
11. Incomplete, indecipherable or illegible applications or entries will be deemed invalid.

12. Submissions can include all forms of analogue and digital photography. Photographs must be submitted free from any watermarks or graphic design. Photographs must be the entrant's true and original work, and must not incorporate any AI generation or digital artwork.
13. Only one (1) entry is permitted per person.
14. During the Judging Period, a panel of judges will select one (1) finalist in each Category (defined below) from each Participating Centre, for a total of three (3) finalists in each Participating Centre. The judging will take place at Keilor Central, 80 Taylors Road, Keilor Downs, VIC 3038 during the Judging Period. The judges may select additional reserve applications which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. Successful finalists will be notified by telephone and email.
15. Entries will be grouped depending on which Participating Centre their entry was submitted for, as determined by the URL.
16. The judges will select one (1) winner from each Participating Centre across three (3) categories (each a "**Category**"), as follows:
  - (a) Junior Photographer (under 18 years of age);
  - (b) Beginner's Eye (photographs captured using smartphones or basic cameras); and
  - (c) Pro-Am (photographs using advanced gear).
17. The best valid entry in each Category from each Participating Centre, as determined by the judges ("**Judged Winner**"), will win a \$500 gift card to for the Participating Centre that they entered in ("**Centre Gift Card**") . For clarity, there will be a total of three (3) Judged Winners across all Categories in each Participating Centre.
18. The next best twenty (20) valid entries from each Participating Centre (across all Categories), as determined by the judges, will move to public voting.
19. Members of the public will then be able to vote for a finalist by either scanning a QR code on promotional material within a Participating Centre or visiting the URL associated with the Participating Centre as set out in clause 7 above, following the prompts to the promotion entry page, voting for a finalist, inputting the requested details and submitting the fully completed entry form during the Voting Period.
20. Only one (1) vote is permitted per person.
21. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
22. The Promoter reserves the right, at any time: (a) to invalidate any votes which it reasonably suspects have been submitted using false, incorrect, fraudulent or misleading information, including but not limited to personal details and contact information and/or votes that have been submitted through the use of multiple identities, email addresses or accounts; and/or (b) to disqualify any entrant (or invalidate their entry) that the Promoter reasonably suspects has paid, bartered or offered payment or other consideration to another person in exchange for votes or has otherwise encouraged or procured any person to submit votes contrary to these Terms and Conditions.
23. The winner from each Participating Centre will be the finalist who received the most votes during the Voting Period across all Categories ("**Voted Winner**").
24. Voted Winners from each Participating Centre will each receive a \$500 Centre Gift Card.
25. Voted Winners will be announced on 20 November 2025 and will be notified by telephone and email within two (2) business days of the judging.
26. Total prize pool across the Judged Winners and Voted Winners is to be awarded under the Program is AUD\$16,000. Prizes are not transferable or exchangeable, unless otherwise specified.

27. Entries are judged on skill and merit, and chance plays no part in determining either a Judged Winner or Voted Winner. Each application will be individually judged based on the criteria set out in the entry form.
28. Each individual who submitted a vote during the Voting Period will be placed into a draw ("**Prize Draw**"). There will be one (1) Prize Draw for each Participating Centre, for a total of eight (8) Prize Draws. Each Prize Draw will take place at Keilor Central, 80 Taylors Road, Keilor Downs, VIC 3038 on 20 November 2025 at 12:00PM. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by phone and email within two (2) business days of the Prize Draw.
29. The first valid entry drawn in the Prize Draw for each Participating Centre will win a \$300 gift card for the Participating Centre that they voted in.
30. The Promoter's decision is final and no correspondence will be entered into.
31. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
32. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
33. Total Prize Draw pool is \$2,400. The Prize Draw prize is not transferable or exchangeable.
34. A draw for the Prize Draw prize, if unclaimed may take place on 1 December 2025 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by phone and email within two (2) business days of the draw.
35. Any ancillary costs associated with redeeming a Centre Gift Card are not included. Any unused balance of a Centre Gift Card will not be awarded as cash. Redemption of a Centre Gift Card is subject to any terms and conditions of the issuer including those specified on the Centre Gift Card.
36. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
  - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
  - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
  - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
  - (d) the Content is the original literary work of the entrant that does not infringe the rights of any third party;
  - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
  - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

37. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall

include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

38. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
39. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
40. Any cost associated with accessing the promotional website is the applicant or entrant's responsibility and is dependent on the Internet service provider used.
41. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth.), as well as any other implied warranties under similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
42. Except for any liability that cannot by law be excluded, including the Non- Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way 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 that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any tax liability incurred by an applicant organisation or entrant; or (e) use of a prize.
43. The Promoter collects personal information ("**PI**") of authorised representatives and entrants in order to conduct the Program and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://ispt.com.au/privacy-policy/>. The Privacy Policy contains information about how individuals may opt out, access, update or correct their PI, how individuals may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion authorised representatives and entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.