

2019 Nikon Dive Shot of the Year

– Terms and Conditions

1. The Promoters are Nikon Australia Pty Ltd (ABN 34 121 761 537) of Suite 5.01, Level 5, 5 Rider Boulevard, Rhodes, NSW 2138 and OZTek Advanced Diving Technologies (ABN 59 110 413 927) of 3/45 Matthew Flinders Drive, Lighthouse Beach, NSW 2444.

2. The Entrant is any person who has entered this promotion in accordance with these terms and conditions.

3. Information on how to enter, prizes, and other details contained within promotional advertisements form part of these terms and conditions. By entering this promotion or using a prize, you acknowledge you have read, understand and agree to be bound by these terms and conditions. Entries not completed in accordance with these terms and conditions are void. Entries will be deemed void if stolen, forged, mutilated or tampered with in any way.

4. Entry is open to Australian and New Zealand residents only.

5. All management, employees and contractors of the Promoters and its related bodies corporate and their immediate families, and all retailers and agents of the Promoters, are not eligible to enter. 'Immediate family' of a person, means their spouse, de facto spouse, parents, natural or adopted children, and siblings (whether natural or adopted by a parent), whether or not they live in the same household as the person.

6. To enter, a person must complete each of the following steps by completing and submitting the relevant details and uploads online at <http://oztek.com.au/2019-Nikon-DSOTY-Registration-page>

STEP 1. Upload up to three photographs to an online album in keeping with the criteria identified on the competition page: <http://www.oztek.com.au/Photo-Comp>. At least one photograph must be uploaded as part of this step. The photo(s) must be taken by an

Australian or New Zealand citizen in 2017, 2018 or January 2019. The photo can be taken anywhere around the world and must be drawn from the categories in the OZTek2019 Underwater Photography Competition.

STEP 2. Provide a title and description for each image.

Upon request, all entrants must be able to provide a high-resolution version of their photos to either OZTek Advanced Diving Technologies and/or Nikon Australia.

(Maximum THREE photos per photographer)

7. Entries for the promotion open at 9:00am (AEST) on 30 November 2018 and close at 5.00pm (AEST) on 31 January 2019. This period is referred to as the Promotion Period. All entries must be received by the Promoters by 5.00pm (AEST) on 31 January 2019.

8. Entries will be deemed to be accepted at the time of receipt and not at the time of transmission. Incomplete, inaudible or incomprehensible entries will be deemed invalid. An Entrant may only enter the promotion once in each Phase (as defined in paragraph 12), although up to three pictures can be submitted as part of each entry. The use of automatic entry software or similar devices is prohibited.

9. There will be one (1) major prize for this category. The major prize consists of Nikon equipment to the value of \$6,800* (GST inclusive) and includes a:

- Nikon D850
- NIKKOR AF-S 60mm lens

Second Prize (2): Nikon Coolpix W300 – equipment to the value of \$549

*Approximate retail value at the time of publishing.

10. The Promoters will appoint a panel of judges who will select, from all entries received, the one (1) valid entry which, subject to the following sentence, they consider to contain the most original and creative photography in accordance with the Assignment Criteria.

This is about skill. Chance plays no part in determining the winners. The judges' decision is final, and no correspondence will be entered into.

11. Prize winners will be notified by email and phone within two days of being chosen and announced at OZTek2019 on the weekend of March 16/17 2019 at the ICC Sydney. Winners names will be published on www.OZTek.com.au and www.MyNikonLife.com.au after the event in March 2019. Winning images will be printed and displayed at OZTek2019 on the weekend of March 16/17, 2019 at Hall 4, International Exhibition Centre, Darling Harbour, Sydney.

12. The photographs and any written material submitted by an Entrant in connection with this promotion (including under paragraphs 6 of these terms and conditions) must be: (a) the original independent creation of the Entrant; (b) owned by the Entrant; (c) free of any claims, including copyright or trademark claims; and (d) must have been taken between 1 January 2017 and 31 January 2019, and must not infringe any person's intellectual property rights. Additionally, the Promoters may disqualify any entry that contains a picture or any written material that has won a prize or award in a previous promotion, or which, in the opinion of the Promoters, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language.

13. Prizes are not transferable, exchangeable or redeemable for cash. Prize values are in Australian dollars inclusive of GST and are based on the recommended retail value of prize components at the time of printing. The Promoters accepts no responsibility for any variation in the value of any prize. If a prize is unavailable, for whatever reason, the Promoters reserves the right to substitute the prize for a prize of equal or greater value, subject to any applicable State or Territory regulation. To the extent permitted by law: (a) the Promoters make no representations or warranties as to the suitability of any prize; and (b) no compensation will be payable if, for any reason, a winner is unable to use a prize as stated. The Promoters will make all reasonable efforts to deliver the

Nikon equipment to the prize winner within 60 days of the date the relevant prize winner claims their prize.

14. Any part of any prize that is not taken for any reason is forfeited. Any taxes (other than GST, if any) which may be payable as a consequence of a winner receiving the prize are the sole responsibility of the winner.

15. Any prize not claimed within one month of the Promoters sending the relevant winner a notification email under paragraph 14 will be forfeited and will not be awarded to the relevant prize winner.

16. If a winner is under the age of 18:

(a) the relevant prize will not be awarded until the winner's parent or legal guardian agrees (in a form acceptable to the Promoters) to ensure the winner complies with these terms and conditions.

17. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence). Proof of identification, age, residency and entry considered suitable for verification is at the discretion of the Promoter.

18. The Promoters reserve the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines, in its absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winner or, where the winner is aged under 18 years, the winner's parent or legal guardian may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

19. The Promoters reserve the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper

conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

20. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR THE INFORMATION ON A WEBSITE, OR TO OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, WHETHER SUCCESSFUL OR NOT, THE PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

21. 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 Promoters, the Promoters reserve the right, in its sole discretion, to the fullest extent permitted by law, and subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

22. Except for any liability that cannot be excluded under the Consumer Guarantees (as defined below) or other applicable law, the Promoters (including its 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, including, but not limited to, where arising out of the following: any technical difficulties or equipment malfunction (whether or not under the Promoter's control); any theft, unauthorised access or third party interference; any entry or prize claim 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; any variation in prize value to that stated in these terms and conditions; any tax liability incurred by the winner or entrant; any prize(s); or participation in or use of any prize. In these terms and conditions, 'Consumer Guarantees' means the consumer guarantees which apply to the supply of products or services under the Australian Consumer Law set out in Schedule 2 to the

Competition and Consumer Act 2010 (Cth), as amended from time to time, or other similar legislation of a state or territory of Australia.

23. The Promoters' decision in relation to any aspect of the promotion is final and binding on every person who enters, and no correspondence will be entered into. Failure by the Promoters to enforce any of its rights at any stage does not constitute a waiver of those rights.

24. The Promoters may require the winners from the promotion to partake in media exposure, including but not limited to future promotional, marketing and publicity without any further reference, payment or other compensation.

25. All entries remain the property of the Entrant. By submitting photographs and written material as part of this promotion, Entrants acknowledge and agree that the Promoters and its sublicensees may, without compensation, use, reproduce and publish any entry (including pictures and written material submitted as part of any entry) in any media (including in the My Nikon Life magazine) for the purpose of: (a) advertising, promoting, marketing or publicising this promotion; or (b) any future promotional, advertising, marketing and/or publicity activities for similar promotions (for a period of up to two years). The Promoters may use the name and photograph of the prize winners for promotional purposes without compensation, except where a prize winner advises the Promoters otherwise when accepting the prize. By entering the promotion, unless the Promoters are otherwise advised, Entrants consent to the Promoter using their personal information for facilitating the promotion, awarding prizes and for future promotional, marketing and publicity purposes, and disclosing that information to its related bodies corporate and contractors for those purposes. Entrants consent to the Promoter updating or amending the written material submitted as part of this promotion if required by the Promoter.

26. A copy of the Promoter's privacy policy is available by visiting http://www.nikon.com.au/en_AU/about/privacy and <http://oztek.com.au/privacy-policy>.

A request to access, update or correct any information should be specifically directed to the Promoters at the address listed at the top of this document.