

## Terms and Conditions

Entry into the Flashes of Brilliance competition qualifies as acceptance of these terms and conditions.

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1. **PROMOTER:** The Promoter is Neurological Foundation of New Zealand (Neurological Foundation).
2. **ELIGIBILITY:** The competition is open to any student, researcher or clinician working/studying in the field of neuroscience in a New Zealand tertiary, research or clinical institutions.
3. **AGREEMENT TO RULES:** By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of the Neurological Foundation as final and binding as it relates to the content of this Campaign.
4. **HOW TO ENTER:** To submit a photo (maximum 3 entries per person) for entry in the competition, you must upload your photo(s) to the competition website at [www.flashesofbrilliance.co.nz](http://www.flashesofbrilliance.co.nz). Entries must be made by 11pm, 31 October 2020.
5. **PHOTO REQUIREMENTS:** The photo(s) must meet reasonable standards of decency. Neurological Foundation has the sole discretion to determine whether or not a photo meets these requirements. A description must be included in the email, and all photos must be either JPG or PNG format.  
  
A high resolution of the winning photos will need to be provided directly to the Neurological Foundation at the end of the competition.
6. **WINNER SELECTION:** The winner of each category will be determined by a panel of judges appointed by the Neurological Foundation, except for the People’s Choice Award which will be determined by public voting. Public voting will conclude at midday 30 November 2020. The judges’ selection of winners will be final.
7. **PHOTO WINNER NOTIFICATION:** The photo winners will be announced in the next quarterly edition of Headlines magazine and will be featured on our Facebook, Website and Instagram. Each winner will be notified after the decision as has been finalised.
8. If Winner cannot be contacted, is ineligible, fails to claim the prize within 30 days from the time award notification was sent, or fails to timely return a high resolution copy of the photo as required,

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the prize may be forfeited and an alternate Winner selected.

ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT NEUROLOGICAL FOUNDATION'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

9. **PRIZES:** Prizes will be awarded to 1st, 2nd and 3rd places as judged by the judging panel. People's Choice will be selected through popular vote. Prizes will be \$1000 1st place, \$750 2nd place, \$500 3rd place and \$500 People's Choice. Payment will be made by direct credit into the winner's New Zealand bank account within 14 days of receiving account details following awards announcement.
10. **ANNOUNCEMENTS:** By submitting a photo for entry and/or voting, each entrant hereby agrees to participate in any publicity related to the competition. Entrants and winners in the competition agree that their identity may be disclosed in winner announcements and promotional material. Winners also agree to have his/her image used for publicity purposes without any additional payment being made.
11. **PHOTO USAGE:** By submitting a photo, the entrant agrees to allow Neurological Foundation permission to use the image for the purposes of promoting Neurological Foundation initiatives, now and into the future, at no cost to Neurological Foundation. The entrant also agrees to allow Neurological Foundation to use their photo for printed collateral, online, in store and across other marketing mediums, at Neurological Foundation's sole discretion and at no cost.
12. **RIGHTS GRANTED BY YOU:** By entering this photo You understand and agree that the Neurological Foundation, anyone acting on behalf of the Neurological Foundation, and the Neurological Foundation's licensees, successors, and assignees, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Flashes of Brilliance Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or

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consent. By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of the Neurological Foundation. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless the Neurological Foundation from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which the Neurological Foundation may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

13. **ENTRY FORMAT:** Acceptable entries will be digital photo files in JPG or PNG format. No images supplied in hard copy will be accepted.
14. **ACKNOWLEDGEMENTS:** Entries may not be acknowledged or returned. Participants have the obligation to ensure entries are received on time. Neurological Foundation can choose to keep or remove images from the gallery on completion of the competition should they wish to do so. Entrants can request removal of their images by emailing a request to [marketing@neurological.org.nz](mailto:marketing@neurological.org.nz)
15. **PERSONAL INFORMATION:** The collection, use and disclosure of personal information provided in connection with this competition is governed by the Privacy Laws of New Zealand. Your personal information shall not be provided to any third parties without your prior consent but you do authorise Neurological Foundation to be able to contact you with information pertaining to the competition or related promotions.
16. **TERMS & CONDITIONS:** The Neurological Foundation reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Flashes of Brilliance Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond the Neurological Foundation's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, the Neurological Foundation may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the Neurological Foundation. The Neurological Foundation reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts

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to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. The Neurological Foundation has the right, in its sole discretion, to maintain the integrity of the Flashes of Brilliance Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Flashes of Brilliance Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Flashes of Brilliance Campaign may be a violation of criminal and civil laws. Should such an attempt be made, the Neurological Foundation reserves the right to seek damages to the fullest extent permitted by law.

17. FACEBOOK: The Flashes of Brilliance Campaign hosted by the Neurological Foundation is in no way sponsored, endorsed, administered by, or associated with Facebook.
18. By checking the Rules, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.