

## **Whitsunday Regional Council #ourwhitsunday Instagram Competition Terms and Conditions**

### **The Promotion**

The Promoter is running a Promotion where the following prize is available to WIN via uploading a picture on Instagram promoting the Whitsunday Region in accordance with Clause xxx:

- a) Two pre-paid return flights to Melbourne;
- b) Two night's accommodation for two adults in Melbourne staying at the 4.5 star Blackman Hotel, including breakfast for two on each morning; and
- c) Two premium seated tickets in Rod Laver Arena, Melbourne for the evening session on Saturday 20 January 2018 at the Australian Open.

The prize has been donated by Channel 7 to the Promoter.

### **Who can enter**

Entry is open to all Australian residents who are passionate about the Whitsunday Region except for employees and immediate family members of the Promoter.

Immediate family referenced in these terms and conditions refer to spouses, de facto spouses, children or step children (whether natural or by adoption).

If the entrant is under the age of 18 they must have the permission of their parent or guardian.

For the accommodation prize, if the winner is under 18 they must be accompanied by one adult. The accommodation is for a maximum of two people regardless of age.

The Promoter reserves the right to request the Winner to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize.

Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter.

In the event that a Winner cannot provide suitable proof, the Winner will forfeit the prize in whole and no substitute will be offered.

## **Number of Entries permitted**

Entrants may only enter once and only one prize will be awarded per person.

## **How to enter**

The details of how to enter the competition are set out on Whitsunday Regional Council's website – [www.whitsundayrc.qld.gov.au/Our-Whitsunday](http://www.whitsundayrc.qld.gov.au/Our-Whitsunday)

Entrants may enter the competition by:

INSTAGRAM Follow @whitsundayrc on Instagram. Post an original photo to the entrant's own Instagram account using the hashtag #ourwhitsunday and tag @whitsundayrc. The entry must showcase what the entrant loves about the Whitsunday Region.

All Instagram accounts must be public in order for the Promoter to communicate with them and notify if they're winners for the promotional period and the judging period. If they are not they will not be considered for judging.

The most original video judged as the most convincing and creative in encouraging people to visit their town will be selected as the winner.

Entrants are required to take full responsibility for the content of their entry and any other information they transmit to other Internet users and for ensuring that their entry complies with these terms and conditions.

Content referenced in these terms and conditions refers to but is not limited to any content including text, and photos, that an Entrant may submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.

Entries must be the Entrant's original work and the Promoter reserves the right to verify, or to require the Entrant to verify, that the entry is the Entrant's original work.

If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of the entry.

An entry must not include any content that contravenes any law, infringes or can potentially infringe the rights of any person or is or can potentially be insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate which includes without limitation, any content involving nudity, malice, racial discrimination, violence and/or swearing.

Any entry that is made on behalf of an Entrant by a third party will be invalid. Each entry must be submitted by the Entrants own Instagram account.

The Promoter reserves the right to disqualify any Entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Instagram.

### **When to enter**

The competition commences on Monday 30 October 2017 at 6:00pm AEST and concludes on Friday 24 November 2017 at 11:59pm AEST. Entries must be received by the Promoter prior to the Promotion's close date and time.

The entry submission time will be in accordance with the time stamp on the entry on Instagram.

The Promoter accepts no responsibility for any late, lost or misdirected entries including SMS messages not received by the Promoter or delays in the upload of the photo on Instagram.

### **Determination and Notification of winner**

Three (3) finalists will be determined from the entries that are valid in accordance with these terms and conditions by the Promoters Communications and Marketing Team based upon the most original, creative and convincing photo depicting 'your Whitsunday at 5.00pm AEST on Friday 24 November 2017 at 52 Main Street, Proserpine QLD 4800.

The Promoter will publish the three (3) finalists photos on the Promoter's Official Instagram Page (@whitsundayrc) on Monday 27 November 2017.

Voting from the Public will commence at 3pm on Monday 27 November and the finalists' photo with the most Instagram 'likes' at 3.00pm AEST on Friday 08 December 2017 will be determined the Winner of the Promotion.

The Winner will be officially announced by the Promoter via their Official Instagram and Facebook pages at 4.00pm AEST on Friday 08 December 2017.

The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Promotion's result or any other decisions the Promoter makes in connection with the Promotion.

The Winner/s will be notified by private message on Instagram by 5.00pm AEST on Friday 08 December 2017.

The Winners photo will be published in the Promoters December edition of 'Our Whitsunday' being a full page ad in the Whitsunday Coast Guardian, Whitsunday Times and Bowen Independent. The photo will also be published on all of the Promoters' social media pages.

Prizes will be awarded to the person named in the entry only. In a dispute, the prize will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. Instagram account holder).

Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

If the Winner does not claim the prize by 5.00pm AEST Friday 15 December 2017 then he or she will forfeit the prize and the Promoter reserves all rights to manage the prize in a manner that they see accordingly. The Winner of the unclaimed prize will be notified via Instagram message by 12.00pm

Upon the Winner being determined and the prize being accepted, the Winner will be referred to the Manager of Channel 7 to arrange and finalise the prizes details including but not limited to booking flights and accommodation.

## **General**

Entry into the Promotion is deemed acceptance of these terms and conditions.

To the extent of any inconsistency between these Terms and Conditions and any other reference to this Promotion, these Terms and Conditions prevail.

The promotion is in no way sponsored, endorsed or administered or associated with Instagram.

Instagram membership and the use of Instagram generally are subject to the Instagram terms and conditions of use available at <http://instagram.com/legal/terms/>.

The Promoter (subject to State and Territory Legislation) reserves the right to amend, cancel or suspend this Promotion if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.

The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.

If for any reason this competition is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, the Promoter reserves the right in its sole

discretion take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.

Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

Any entrant found to be using any form of software or third party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

An entrant may not use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter due to a disability. If the preceding sentence has been breached, the entrant will have all entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

The Promoter shall not be held liable for any issues that may arise in the use of the prize including but not limited to late, misdirected or cancelled flights or any associated costs as a result of any issues that may arise. We recommended obtaining appropriate travel insurance.

The Promoter shall not be held liable for any loss or damage whatsoever that may be suffered including but not limited to indirect or consequential loss or for personal injury or damages which may be suffered or sustained, as a result of accepting and using the prize, except for any liability which cannot be excluded by law.

All other expenses, not specifically stipulated in the prize package as an inclusion, remain the responsibility of the Winner and their nomination travel companion as incurred.

Accommodation prize winners should be satisfied that their chosen travel insurance cover fully meets their personal requirements especially in respect to inclement weather, personal injury or illness.

Any unused portion of the accommodation prize is non-transferrable or exchangeable and cannot be taken as cash.

Each prize must be taken as stated and no compensation will be payable if a Winner is unable to use the prize as stated. Prizes are not exchangeable or redeemable for cash or other goods or services and cannot be transferred to any other person, unless agreed to by the Promoters.

It is a condition of accepting the prize that the Winner must comply with all the conditions of use of the prize and the prize supplier's requirements.

Upon accepting the prize that the Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

The Promoter reserves the right to re-determine the Winner in the event of an entrant, claiming to be a Winner, being unable to satisfy these Terms and Conditions.

### **Copyright, Statutory guarantees, Waiver and liability**

In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission image as photographed or during the winner's participation in the prize to appear in connection with the Promoter, or the advertising or marketing thereof, in any media whatsoever throughout the world and the Winner will not be entitled to any fee for such use.

The Promoter acknowledges that the entrant may own intellectual property rights (including copyright) in any material created or otherwise submitted to the Promoter in connection with the entrant's entry or participation in any aspect of the promotion (Works). The entrant does not transfer their intellectual property rights to the Promoter by submitting an entry. The entrant hereby grants the Promoter a non-exclusive, irrevocable, perpetual, worldwide licence to use the Works (including modifying, adapting or publishing the Works, whether in original or modified form, in whole or in part or not at all, to use, modify, delete from, add to, publicly display and reproduce, the photo(s), including without limitation, in any online media formats and through any social media channels, pages or accounts) for the sole purpose of running the promotion, promoting and celebrating the promotion and future promotions and agrees that the Promoter may assign and/or sublicense the Works to third parties for this same purpose. Should the Promoter wish to use an entrant's Works for any other purposes, it will contact the entrant to discuss licensing opportunities.

The entrant acknowledges and agrees that neither the entrant nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence. If the entrant holds, now, or at any time in the future, any so called "droit moral" or moral rights in connection with the Works, the entrant unconditionally and irrevocably consents, for the benefit of the Promoter and all of its assignees, licensees and sub licensees to minor alterations to the Works which may be required for print or display purposes such as resizing and minor colour correction notwithstanding that such conduct may amount to derogatory treatment of the Works for the purposes of the Copyright Act 1968 (Cth) (Copyright Act). All Entrants consent to attribution by either full name or social media handle in satisfaction of their right to attribution under the Copyright Act.

In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to any directions given under State Regulation.

The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter 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.

All entries become the property of the Promoter (with the exception of any intellectual property rights comprised therein). The Promoter collects personal information about you for the purposes of conducting this promotion but no further use of this information will be made without prior consent.

All entries become the property of the Promoter (with the exception of any intellectual property rights comprised therein). All opt-in entries will be entered into a database and The Promoter may use the entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.