

## Terms & Conditions for Royal Melbourne Show Moooving Art Instagram competition.

The competition commences at 10:00am AEST Saturday 22 September 2018 and closes at 6.00pm AEST on Wednesday 3 October ("promotion period").

- 1. The Promoter is Greater Shepparton City Council, ABN 59 835 329 843, 90 Welsford Street, Shepparton, Victoria, 3632
- 2. To be eligible for the prize draw, entrants must be aged 18 and over.
- 3. To enter, participants must upload a photo of Moooving Art to Instagram and include #MooovingArt #VisitShepparton.
- 4. Employees of Greater Shepparton City Council shall not be permitted to enter the competition.
- 5. Responses must be received by the Promoter during the promotion period. Entries must be submitted by the individual entrant and any automated entries will be invalid.
- 6. The Promoter reserves the right to verify the validity of entries. The Promoter may, in its sole discretion, disqualify any entries from, and prohibit further participation in this Promotion by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the Promotion, and reserves the right to disqualify any entry which is not submitted in accordance with these conditions of entry.
- 7. The Promoter takes no responsibility for late, lost or misdirected entries. Incomplete, illegible or incomprehensible entries will be deemed invalid.
- 8. The Promoter and event organiser hold no liability or responsibility for any injury or loss achieved throughout the event.
- 9. The winner will be drawn at random and notified on Wednesday 10 October 2018 between 9am and 5pm AEST via the winners Instagram account. No cash alternative to the prizes will be offered. The prize is not transferable.
- 10. The Promoter shall not be liable for any loss, including but not limited to direct, indirect or consequential loss or damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with participation in this competition or accepting or utilising a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 11. The winners agree to the use of his/her name and image in any publicity material by both the promoter and the promotion's sponsors. Any personal data relating to the winner or any other entrants will be used solely in accordance with current Greater



Shepparton City Council data protection legislation and will not be disclosed to a third party without the entrant's prior consent.

- 12. If for any reason the promotion is not capable of running as planned including but not limited to; infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right (subject to any written directions given under applicable law) to disqualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the promotion.
- 13. Entry into the competition will be deemed acceptance of these terms and conditions.
- 14. You are providing your information to Greater Shepparton City Council and not to any other party. Details collected will be used by Greater Shepparton City Council for the purpose of Moooving Art and Visit Shepparton promotions.
- 15. The information provided will be used in conjunction with the following Privacy Policy specified in the Local Government Act 1989.
- 16. The Promoter's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.

## Additional Terms and Conditions – Secura Lifestyle (accommodation provider)

- 1. The prize is for a two-nights' accommodation stay in a Two-Bedroom Villa based on a two (2) adults and two (2) children. Additional persons may incur extra charges.
- 2. The prize is non-exchangeable, non-transferable, and is not redeemable for cash or other prizes.
- 3. The prize cannot be used in conjunction with any other offer.
- 4. The Prize is subject to availability and blackout dates that may apply for school holiday, public holidays, long weekends and local special events for when the voucher cannot be redeemed.
- 5. The Prize expires on the 27 June 2019 and cannot be redeemed after this date.
- 6. Secura Lifestyle retains the right to substitute the prize with another prize of similar value in the event the original prize offered is not available.
- 7. The winner may be required to take part in promotional activity related to the Prize Draw and the winner shall participate in such activity on Secura Lifestyle's reasonable request. The winner consents to the use by Secura Lifestyle and its related companies, both before and after the closing date of the Prize Draw for



an unlimited time, of the winner's voice, image, photograph and name for publicity purposes (in any medium, including still photographs and films, and on the internet, including any websites hosted by Secura Lifestyle and its related companies) and in advertising, marketing or promotional material without additional compensation or prior notice and, in entering the Prize Draw, all entrants consent to the same.

- 8. Secura Lifestyle shall use and take care of any personal information you supply to it as described in its Privacy Policy and in accordance with data protection legislation. By entering the Prize Draw, you agree to the collection, retention, usage and distribution of your personal information in order to process and contact you about your Prize Draw entry
- 9. Secura Lifestyle accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of accepting the prize. Secura Lifestyle further disclaims liability for any injury or damage to your or any other person's computer relating to or resulting from participation in the Prize Draw. Nothing in these Terms and Conditions shall exclude the liability of Secura Lifestyle for death, personal injury, fraud or fraudulent misrepresentation as a result of its negligence.