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#DISCOVERHOBSONSBAY INSTAGRAM COMPETITION TERMS AND CONDITIONS

STANDARD TERMS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

WHO CAN ENTER

2. Entry is 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 (Destination Melbourne) to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion, including but not limited to Hobsons Bay City Council staff, are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.

WHEN TO ENTER

5. The competition commences on Tuesday 15 January 2019 at 12:01am (AEDT) and concludes on Monday 11 March 2019 at 11:59pm (AEDT) ("the Competition Period"). Entries must be received by the Promoter by the competition close date and time.
6. Entrants are able to submit more than one entry.

HOW TO ENTER

7. To enter, individuals must complete the following steps during the Promotional Period:
 - (a) Take a photo/s of what they love about Hobsons Bay.
 - (b) Upload the photo/s to Instagram between 15 January and 11 March 2019.
 - (c) Include the hashtag #discoverhobsonsbay and mention @dyobmelbourne in the post.
 - (d) Follow @dyobmelbourne on Instagram.
8. Entrant's Instagram page must be set on public.
9. Only photos taken within the municipality of Hobsons Bay City Council are eligible for entry. Hobsons Bay City Council consists of the following suburbs:
 - a) Altona
 - b) Altona Meadows
 - c) Altona North
 - d) Brooklyn



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- e) Laverton (part)
- f) Newport
- g) Seabrook
- h) Seaholme
- i) South Kingsville
- j) Spotswood
- k) Williamstown

PRIZES

10. There are three prize packages on offer:

First place

- A two-night stay at Quest Williamstown North in a two-bedroom apartment
- A Lantern Ghost Tour for two people

Prize package value: \$802

Second place

- A Melbourne Seaplanes Melbourne City Skyline flight for two people

Prize package value: \$340

Third place

- A Titanic Restaurant dinner and show double pass

Prize package value: \$180

TOTAL PRIZE POOL is valued at \$1,322 (AUD)

11. Validity of the prizes cannot be extended and prizes cannot be used in conjunction with any other offer. Prizes are subject to terms and conditions as specified on the vouchers.
12. Two-night stay at Quest Williamstown North in a two-bedroom apartment is valid for use until 14 December 2019. Subject to availability at time of booking. Bookings must be made directly by calling 03 93939700 and quoting GV84730. Bookings are subject to availability and must be utilised over a Friday & Saturday.
13. Lantern Ghost Tours double pass for the Ghosts of the Old City ghost tour are valid for use on Friday or Saturday nights for one year from date of issue
14. Melbourne Seaplanes Melbourne City Skyline flight for two adults is valid for use for 6 months from issue date. Flight time is approx. 15 minutes, total experience time is 30 minutes. Melbourne Seaplanes reserves the right to postpone flights for any reason including weather / water conditions or equipment unavailability. The recipient of this voucher is required to make a booking with Melbourne Seaplanes prior to making their flight. Cancellation Policy: No refund of money on this voucher. Flights cancelled within 48 hours' notice – voucher not redeemable.



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15. Titanic Restaurant dinner and show for two adults is valid for use until for 6 months from issue date. If you wish to cancel a booking, please notify bookings office 72 hours prior to arrival for small bookings (2 to 8) and 10 days prior to arrival for larger bookings. Bookings can be transferred to alternate dates at no loss to deposits or full payments. The right is reserved to vary advertised programs and prices. Seating arrangements are done three days prior of the event. Requested seating is not guaranteed after this period. The right is reserved to change food menu items at short notice based on quality and availability of produce. Cameras, audio and video recording equipment are permitted during any of the events inside the building but titanic does not assume responsibly for damage or loss of any such equipment. GST is included on all ticket prices. Titanic is fully licensed - no BYO - drinks are not included in the ticket. Please advise if seating is required for larger persons or wheel chairs in order for your seating needs to be met.
16. Prizes vouchers are not valid in conjunction with any other available coupons or discount offer.
17. The remainder of all unspent prize vouchers are not redeemable for cash or refundable. Each voucher must be spent in a single use, unless otherwise stated on the voucher.
18. The prize packages will be posted to winners upon confirmation that all entry criteria have been met and once a mailing and email address has been supplied.
19. The winners will need to make contact with all venues/businesses directly to book/redeem their prizes. Any ancillary costs associated with redeeming the prizes are not included. Redemption of the prizes is subject to any terms and conditions of the issuer, not limited to those specified on the vouchers. All components of the prizes are subject to availability at the time of booking.
20. The prizes must be taken as stated and no compensation will be payable if a winner is unable to use the prizes as stated. If a winner is unable to satisfy these terms and conditions or a prize is not utilised or able to be taken within the specified timeframe, the prize will be forfeited by the winner and cash will not be awarded in lieu.
21. The prizes, or any unused portion of a prize, are not transferable, exchangeable, refundable or redeemable for cash. 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 to the equal value and/or specification.
22. In participating in the prizes, the winners agree to participate and cooperate as required in all editorial activities relating to the promotion, including but not limited to being interviewed and photographed. The winner grants the Promoter a perpetual and non-exclusive license to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use.
23. The winners agree that they will not sell or otherwise provide their story to any media or other organisation. The winners undertake to be personally liable to observe these terms and conditions.

HOW TO WIN

24. Each entrant who has entered the competition over the Competition Period in accordance with clause 2 to 9 will be entered into the running to win. The judging will take place at Destination Melbourne, Suite 2, Level 12, 50 Queen Street, Melbourne at 10am (AEDT) on Tuesday 12 March 2019.
25. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually



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judged based on creative merit of the photo uploaded.

26. The winning photo entries will be determined as follows:

a) A first, second and third place winner will be selected and announced on the @dyobmelbourne Instagram account within 3 business days of the draw.

27. The three winners must send a direct message to the @dyobmelbourne Instagram account to claim their prize. If the winner does not respond within 14 days of being notified, then the winner's prize will be forfeited, and Destination Melbourne shall be entitled to select another winner in accordance with the process described above (and that winner will have to respond to notification of their win within 14 days or else they will also forfeit their prize). If the winner rejects their prize or the entry is invalid or in breach of these Terms and Conditions, the winner's prize will be forfeited and Destination Melbourne shall be entitled to select another winner.

28. The winners' details (first initial and surname) will be published on the Discover Your Own Backyard website at www.dyob.com.au/win/winners.

29. The Promoter's announcement is final and no correspondence will be entered into.

30. The winners must, on request by the Promoters, be able to provide evidence which, to the reasonable satisfaction of the Promoters, demonstrates that the winner is an eligible entrant (as per clause 2, 3 and 4) and has complied with these Terms and Conditions.

31. As a condition of accepting the prizes, the winners must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

NO LIABILITY

32. Incomplete or indecipherable entries will be deemed invalid.

33. 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) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.

34. The 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 an entered image for any purpose in any media, without compensation, restriction on use, attribution or liability. Winners agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.

35. Winners consent to the Promoter using their name, likeness, image and/or voice (including photograph) 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.



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36. The Promoter reserves the right to moderate any photos submitted by entrants using a moderation tool.
37. Entrants agree that they are fully responsible for the Content they submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove any Content without notice for any reason whatsoever (if uploaded onto the Promoter's website). 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. they will obtain prior consent from any person or property that appears in their Content; (c) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein;
 - d. their Content shall not contain viruses or cause injury or harm to any person or entity;
 - e. 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.

38. 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.
39. Destination Melbourne, Hobsons Bay City Council and associated agencies and companies will take no responsibility for late, lost or misdirected entries, or for prizes damaged or lost in transit.
40. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.
41. Destination Melbourne and associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
 - a. during the draw;
 - b. as a consequence of late, lost or misdirected entries;
 - c. due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person;
 - d. arising from or related to any problem or technical malfunction of any telephone network or lines or mobile communications network related to or resulting from participation in this promotion;
 - e. during the use of the prizes;
 - f. due to circumstances outside the Promoters' reasonable control.



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42. Destination Melbourne and their affiliates assume 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.
43. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees").

PROMOTER'S DETAILS

44. The Promoter is Destination Melbourne (ABN - 39110657264) of Level 12, 50 Queen Street, Melbourne Victoria 3000.