



**#SPRINGINTOBAYSIDE
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 Bayside 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 Monday 24 September 2018 at 12:01am (AEST) and concludes on Sunday 18 November 2018 at 11:59pm (AEST) ("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 them exploring Bayside City Council this spring.
 - (b) Upload the photo/s to Instagram between 24 September and 18 November 2018.
 - (c) Include the hashtag #springintobayside 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 the Bayside City Council are eligible for entry. Bayside City Council consists of the following suburbs:
 - Beaumaris
 - Black Rock

- Brighton
- Brighton East
- Cheltenham
- Hampton
- Hampton East
- Highett
- Sandringham

PRIZES

10. There are four category prize packages on offer:

1. Wine and Dine

\$180 cooking class experience with **Relish Mama** in Cheltenham

\$150 dinner voucher for **Allegro Bar & Dining Room** in Brighton

\$150 gourmet food hamper from **The Tasmanian Grocer** in Hampton

\$100 gift voucher for **Laurent Bakery** in Brighton

Prize package value: \$580 (AUD)

2. Nature and Animal Friends

\$400 photography voucher thanks to **Karen Wilson Photography** in Brighton East

Deluxe Pet Grooming & Pamper session for **Lady & The Tramp** in Sandringham

\$100 voucher for **Studio Pets** in Sandringham

\$100 dining voucher for **White Rabbit** in Brighton

Prize package value: \$750 (AUD)

3. Beach and Aquatic

10x class pack for **Brighton Baths Health Club**

\$100 dining voucher for **Harbour View Restaurant** at **Sandringham Yacht Club**

\$150 gourmet food hamper from **Just Surprise Me** in Brighton East

\$100 clothing voucher for **Tangerine Beach** in Brighton

Prize package value: \$570 (AUD)

4. Active and Lifestyle

Six-month 'Lifestlye' fitness membership for **Xtend Barre** in Hampton valued at \$890

\$150 voucher for **Active Feet** in Sandringham

\$100 voucher for **JAGGAD Sportswear** in Brighton

\$100 cafe voucher for **Too Many Chiefs** in Brighton

Prize package value: \$1,240 (AUD)

Each of the four category winners will be entered into the running to win the major prize package:

Best of the Best

A luxurious Bayside getaway including:

Deluxe two-night stay at **Brighton Bay Luxury Serviced Apartments** with champagne on arrival, a gourmet breakfast hamper and late check-out

Spa treatments at **Endota Spa** in Brighton

Two seven-day passes for **Brighton Baths Health Club**

\$300 dinner voucher for **Brighton Savoy**

Exclusive tour of Bayside's key locations with **Melbourne Encountour**

Prize package value: More than \$2,720 (AUD)

TOTAL PRIZE POOL is valued at \$5860 (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. All vouchers are valid for six months from the competition close, unless otherwise stated on the voucher.
13. Prizes vouchers are not valid in conjunction with any other available coupons or discount offer.
14. 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.
15. Bookings for any of the prize offerings are subject to availability and are not guaranteed during busy/peak periods.
16. Further T&C's will be available on each individual voucher.
17. The four category prize packages will be available for collection from Bayside City Council at 76 Royal Avenue, Sandringham during business hours from Friday 23 November 2018.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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

23. 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 Bayside City Council's Corporate Centre, 76 Royal Avenue, Sandringham on Wednesday 21 November 2018 at 11:30am (AEST).

24. This is a game of skill and chance plays not part in determining the winners. Each entry will be individually judged based on creative merit of the photo or video uploaded.
25. The winning photo entries will be determined as follows:
 - (a) At the conclusion of the competition period one winner will be chosen for each of the four minor prize categories:
 - a. Nature and Animal Friends
 - b. Wine and Dine
 - c. Active and Lifestyle
 - d. Beach and Aquatic
 - (b) One major prize winner will be drawn from the pool of four minor prize category winners for the major prize category:
 - a. Best of the Best
 - (c) The four minor prize category winners and the overall major prize category winner will be announced on the @dyobmelbourne Instagram account on Thursday 22 November 2018.
26. The four minor prize category 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.
27. The winners' details (first initial and surname) will be published on the Discover Your Own Backyard website at www.dyob.com.au/win/winners.
28. The Promoter's announcement is final and no correspondence will be entered into.
29. 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.
30. As a condition of accepting the prizes, the winner 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

31. Incomplete or indecipherable entries will be deemed invalid.
32. 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.

33. 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 their winning 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.
34. 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.
35. The Promoter reserves the right to moderate any photos submitted by entrants using a moderation tool.
36. 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.

37. 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.
38. Destination Melbourne, Bayside 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.
39. Any cost associated with accessing the promotional website is the entrant's responsibility and

is dependent on the internet service provider used.

40. 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.
41. 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.
42. 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

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