



**#FESTIVEWHITEHORSE
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 Australian 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 including but not limited to City of Whitehorse staff and agencies associated with this promotion 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 19 November 2018 at 12:01am (AEDT) and concludes on Wednesday 12 December 2018 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) Find their favourite festive shopfront window display in the City of Whitehorse
 - b) Snap a photo of the shopfront from the outside
 - c) Upload the photo to Instagram (or via the manual upload tool at <https://festivewhitehorseuploader.pgtb.me/BmFzrx>) between 19 November and 12 December 2018
 - d) Include #festivewhitehorse and the name of the shop in the post or manual upload
 - e) Follow @dyobmelbourne to find out if you are one of 24 winners
8. Entrant's Instagram page must be set on public.
9. Only photos taken within the municipality of the City of Whitehorse are eligible for entry. The City of Whitehorse consists of the following suburbs:

- Balwyn North (part only)
- Blackburn
- Blackburn North
- Blackburn South
- Box Hill
- Box Hill North
- Box Hill South
- Burwood (part only)
- Burwood East
- Forest Hill
- Mitcham
- Mont Albert
- Mont Albert North
- Nunawading
- Surrey Hills (part only)
- Vermont
- Vermont South

PRIZES

10. There are 24 individual prizes on offer:

1x overnight stay in a Studio Suite at Arts Series – The Chen, including Wi-Fi and parking

Valid for 1 year and subject to availability.

Value: \$220

15x \$100 Nunawading Homemaker HQ gift vouchers

Gift vouchers are valid for 12-months (activated from 12 December 2018). Redeemable at any participating Nunawading Home HQ store where EFTPOS is available.

Value: \$100 each (\$1500 total)

2x \$100 Endota Spa – Forest Hill gift vouchers

Valid from 1 February 2019 to 30 June 2019. Valid Monday to Friday only. Treatment specific, not redeemable for cash or products. Able to be upgraded but not split. Not available with any other offer. Valid at Endota Spa Forest Hill only.

Value: \$100 each (\$200 total)

6x \$50 Lombard the Paper People gift vouchers

Valid for 1 year and not redeemable for cash or online.

Value: \$50 each (\$300 total)

TOTAL PRIZE POOL is valued at \$2,220 (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. The winners will need to make contact with or visit 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.

13. The prizes must be taken as stated and no compensation will be payable if the winners are unable to use the prizes as stated. If the winners are 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.
14. 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.
15. 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 winners grant 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.
16. 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

17. 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 prize draw will take place at Destination Melbourne, Level 12, 50 Queen Street, Melbourne on Thursday 13 December 2018 at 10:30am (AEDT).
18. 24 winners will be chosen from a random draw of entries received in accordance with these Terms and Conditions. The draw will be performed by a random computer process.
19. The 24 winners will be announced on the @dyobmelbourne Instagram account within three business days of the draw. The winners must send a direct message to the @dyobmelbourne Instagram account to provide a postal address to claim their prize. If a winner does not respond within 14 days of being announced, then the winner's prize will be forfeited and Destination Melbourne shall be entitled to draw 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 a 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 draw another winner.
20. The 24 winners' details (first initial and surname) will be published on the Discover Your Own Backyard website at www.dyob.com.au/win/winners.
21. The Promoter's announcement is final and no correspondence will be entered into.
22. 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.
23. 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

24. Incomplete or indecipherable entries will be deemed invalid.
25. 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.
26. If selected as a winner, 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.
27. 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.
28. The Promoter reserves the right to moderate any photos submitted by entrants using a moderation tool.
29. 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.

30. 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.
31. Destination Melbourne, City of Whitehorse and associated agencies and companies will take no responsibility for late, lost or misdirected entries, or for prizes damaged or lost in transit.
32. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
33. 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.
34. 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.
35. 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

36. The Promoter is Destination Melbourne (ABN - 39110657264) of Level 12, 50 Queen Street, Melbourne Victoria 3000.
37. The Promoter collects personal information in order to conduct the promotion. Entry is conditional on providing this information. Your details are kept private and only used for the purpose of contacting you, should you be a winner in this competition. Destination Melbourne will not contact you unless in relation to this competition. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.