

## **Terms and Conditions**

### **Introduction**

1. By entering the Competition, you agree to be bound by these Terms and Conditions. Any instructions relating to the Competition on the Yungaburra Association (YAI) Website form part of these Terms and Conditions.
2. YAI may in its discretion refuse to award any Prize to any entrant who fails to comply with these Terms and Conditions.

### **Entry Restrictions**

3. Eligibility to enter the Competition is subject to the Entry Restrictions. An entrant of the Competition must be an individual and not a company or organisation.

### **Competition Period**

4. The Competition will be conducted during the Competition Period. Any entry received after the expiry of the Competition Period will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected entries.

### **Permission to Enter:**

5. Any youth/child under the age of 18 years will require their parent/guardian's approval to enter the competition.

### **Judging Details**

6. The entrant(s) whose entry is judged by YAI's panel of judges to be the most "stunning" (and any judging criteria set out in Judging Details of the Schedule) will win the Prizes. YAI and its panel of judges may, in their absolute discretion, decline to award any or all Prizes, including where the judges determine that the entry is not of publication standard. Chance plays no part in determining the Prize winners. Decisions of YAI and its panel of judges are final and will be binding on each person who enters the Competition and no correspondence will be entered into.

### **Prize**

7. The Prizes will be awarded as directed by YAI.

### **Prize Restrictions**

8. YAI will not be responsible for any additional costs associated with use of the Prize. The Prize winner is responsible for all costs associated with using the Prize including (if applicable) travel and/or transfer costs, expenses with respect to food and beverages, travel and medical insurance costs, data costs and spending money.
9. No component of the Prize can be transferred or redeemed for cash.
10. All Prizes are subject to availability. In the event that any of the Prizes or part of a Prize becomes unavailable due to circumstances beyond the Promoter's reasonable control, the Promoter reserves the right to provide a another prize..
11. It is a condition of accepting the Prize that the winner (and any guests participating in using the Prize) must comply with all the conditions of use of the Prize and Prize supplier's requirements.

## **Winner Notification**

12. Unless advertised differently, the Prize winners will be notified in through the YAI website.

## **Rights in Your Entry**

13. To be eligible for a Prize your entry must only include original material created by you or material which you have permission to use, which may be included in your entry. Images are not to be altered in any way, e.g. by using Photoshop or any other image changing software

14. By submitting your entry to YAI, you grant YAI:

- a. the publishing or using any of the images by YAI to promote Yungaburra; and
- b. the right to publicise, broadcast and communicate to the public your name, character, likeness or voice for any promotion or matter incidental to the Competition with no compensation to you for such use.

15. You understand and agree that your entry may be edited or adapted at any time by YAI for promotional reasons.

## **Privacy Consent**

16. To provide you with this Competition, YAI needs to collect personal information about you. If you do not provide the information requested, YAI may not be able to provide you with the Competition entry.

17. You agree that, subject to the Privacy Act, the Promoter or its agents may do the following

- a. publish the winners' names as set out in these Terms and Conditions and as required under applicable law; and/or
- b. use the prize winners' personal information in any media for publicity purposes associated with the Competition without any further payment or other compensation, unless the prize winner otherwise notifies the Promoter at the time of accepting the prize.

## **General**

18. Any attempt to interfere with the normal functioning of any Website or to otherwise undermine the legitimate operation of this Competition is prohibited and will render all entries submitted by that entrant invalid.

## **You warrant that:**

- a. your entry is your original work, and to the extent it is not, you have obtained the relevant permission;
- b. all details provided with your entry are true and accurate;
- c. you have all necessary rights to grant YAI the rights granted under these Terms and Conditions;
- d. use of your entry by YAI, in accordance with these Terms and Conditions, will not infringe the rights of any third parties;
- e. your entry does not breach any law; and
- f. your entry is free from viruses and similar destructive programs.

19. You agree to indemnify YAI against any loss or damage resulting from any breach of the warranties above and acknowledge that YAI may, in its absolute discretion, not award the Prize to you for breach of the warranties above.

20. You acknowledge that YAI is under no obligation to use your entry, and any reproduction and/or communication of your entry to the public by the YAI (in accordance with these Terms and Conditions) is at the complete discretion of YAI.

21. YAI is not responsible for any incorrect or inaccurate information, or for any failure of the equipment or programming associated with or utilised in the Competition, or for any technical error that may occur in the course of the administration of the Competition. The YAI 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.

To the full extent permitted by the law, YAI will not be liable for any delay, death, injury, damages, expenses, or loss whatsoever (whether direct or consequential) to persons or property as a result of any person entering into the Competition or accepting or using any Prize, including without limitation non-receipt of any Prize or damage to any Prize in transit and the Prize winner's failure to comply with the terms and conditions (if any) specified by any third party.