

Terms & Conditions

Echuca Moama Tourism – Terms and Conditions - #experienceechucamoama

These Terms and Conditions confirm your consent for Echuca Moama Tourism to use any Content that you submit for this Competition for our marketing and promotional purposes, with no restrictions and in perpetuity.

The following are the Terms and Conditions that govern the Competition:

1. General

- (a) The Competition is the “‘experienceechucamoama’ competition;
- (b) For the purposes of these Terms and Conditions, “You” means a natural person or business entity;
- (c) You warrant to Echuca Moama Tourism that:
 - a) If You are a natural person, you are over the age of 18 years; or
 - b) If You are a nominated representative of a business entity, you have the requisite authority to accept these Terms and Conditions;
- (d) By registering for the competition, the entrant agrees to be bound by these Terms and Conditions;
- (e) Any questions, comments or complaints can be directed to Echuca Moama Tourism;
- (f) This competition is a game of skill;

2. Promoter

- (a) The Promoter is Echuca Moama Tourism (ABN 35 366 259 513) of PO Box 8, Echuca Vic 3564;

3. Participating Countries

- (a) Australia only;

4. Eligibility

- a) The “Entry Period” is from 9:00am on Friday 1 March 2019 (AEST) and closes at 11:59pm on Friday 31 May 2019 (AEST);
- b) Entry into this Competition is free. Multiple entries are acceptable subject to You accepting these Terms and Conditions each time You enter;
- c) An “Entrant” is defined as an eligible person who:
 - i) Visits Echuca Moama Tourism’s digital channels via Facebook, Instagram or Twitter and completes all relevant fields of the applicable registration form (including providing a caption with the hashtag #experienceechucamoama;
 - ii) Posts a photo or video to the Competition app; and
 - iii) Reads and accepts these Terms and Conditions;
- d) Business entities can enter the Competition and be considered an Entrant if they complete all steps in (c). Business entities entering the Competition must use their applicable business social media account and the name of the nominated person. The nominated person is the person whose details are registered on the registration form detailed in 4(c)(i).
- e) All steps in (c) must be completed for each entry in order to be considered a valid Entrant in the Competition;
- f) The Promoter reserves the right to request verification of age, identity, residential address of the Prize Winner and any other information relevant to entry into or participation in this Competition. Verification is at the discretion of the Promoter, whose decision is final.
- g) The Promoter reserves the right to disqualify any individual who is deemed to be involved in any way in interfering or tampering with the conduct of this Competition in any manner.

- h) The Promoter reserves the right to disallow any entry and/or refuse to award a Prize where false or misleading details have been given by the Entrant. The Promoter also reserves the right to disqualify any individual who is involved in any way in interfering or tampering with the conduct of this Competition including but not limited to ambush marketing. The Promoter reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition;
- i) Any costs associated with accessing the website/application is the Entrant's responsibility and are dependent on the internet service provider/telecommunications provider used. All costs incurred by the Prize Winner must be borne by the Prize Winner, unless these costs are specified by the Prize description;
- j) Employees of the Promoter and/or its related companies and/or any agencies associated with the Competition, and members of their respective immediate families, are not eligible to participate in the Competition. "Immediate family" means spouse, de facto spouse, parent, natural or adopted child;
- k) The Promoter reserves the right to verify the validity of entries and to disqualify any entry that is not in accordance with these Terms and Conditions;
- l) Incomplete, ineligible or incomprehensible entries will be deemed invalid. The Promoter reserves the right to verify the validity of entries and to disqualify any entry that is not in accordance with these Terms and Conditions;
- m) Your Content must have been created by You and not secured from some other source, so that no other third party has a claim on this Content, (including intellectual property rights and rights of confidentiality and privacy) of any third party, that creates liability for either Echuca Moama Tourism or You, or violates any local, state, national or international law;

5. Judging

- (a) The Competition is based on skill. Skill is defined as follows:-
 - 1) Creativity;
 - 2) Originality;
 - 3) General appeal and likeness;
 - 4) Ability to showcase Echuca Moama region in a positive manner that encourages and promotes tourism to the region;
 - 5) You may like to consider aligning with the following key experience pillars that are often used when promoting Echuca Moama region as a travel destination:-
 - i) Food, wine and produce;
 - ii) nature based experience;
 - iii) sport and recreation (including fishing, golf, water sports and other activities);
 - iv) history and heritage;
 - v) arts and culture;
 - vi) festivals and events; and
 - vii) indigenous experiences;
- (b) There will be one (1) Major Prize Winners selected from Entrants who have entered between the Entry Period by the panel of judges ("Judges").
Major prize - best entry captured in Echuca Moama and region as determined by the judges. c)
The Judges' decision is final and no correspondence will be entered into.

6. Timings

- (a) The Major Prize Winner will be selected once all entries are evaluated based on the above criteria;

7. Prize Winner Notification

- (a) The Major Prize Winner will be contacted no later than Friday 7 June 2019 via phone and email;

8. Prize

(a) There will be one (1) major prize winner. For the avoidance of doubt, the entrant who the Judges have evaluated (based on the above criteria) as the best entry that captures Echuca Moama and region will be considered the "Major Prize Winner" and will receive the major prize listed below

(b) Prize

Major Prize consists of:-

1 x \$1,000 gift voucher to be redeemed at Echuca Camera House;

Total value (\$1,000.00)

9. General

(a) The Prize must be taken as outlined above;

(b) The Prize Winner is responsible for all travel arrangements to fulfil the Prize (at their own cost), including any other incidental expenses as a result of using this Prize not detailed above (meals, spending money, other experience and attractions that they may want to visit, insurance, bonds, airport taxes, departure tax, arrival tax, excess luggage, mini bar, visas, telephone charges, spa treatments, room service, gymnasium, business centre fees and laundry). The Prizes provided above are provided as is;

(c) The Promoter is not liable for any employment leave arrangements or arrangements for family members i.e. annual leave payments, money for babysitting;

(d) You agree to comply with all reasonable directions of each venue and attraction;

(e) Additional waiver forms may be required to be completed before undertaking and participating in an activity;

(f) You are liable for all visa, quarantine and customs requirements in Australia;

(g) All Prizes are non-transferable, non-refundable, non-exchangeable, non-replaceable and non-redeemable for cash. Prizes cannot be used to purchase gift certificates or lay-buys nor can they be re-sold. Prizes must be taken as offered. No modifications or exchanges will be possible. The Promoter accepts no responsibility for any variation in the value, performance or availability of any of the Prizes. The prizes will be supplied to the winners as gift vouchers to the relevant businesses;

(h) In the event that for any reason whatsoever a Prize Winner does not take an element of the Prize at the time agreed by the Promoter then that element of the Prize will be forfeited by that Prize Winner and cash will not be awarded in lieu of that element of the Prize;

(i) Once the Prizes have been arranged by the Promoter, if any changes are able to be made to the Prize, such changes to the Prize must be made by and are at the expense of the Prize Winner. And must be arranged directly with the business that the prize represents;

(j) The Prize cannot be on-sold on auction websites, classifieds or by other methods of re-sale;

(k) The Prize cannot be used for any other promotions/competitions;

(l) Should a winner be selected that is under the age of 18 years of age, they must be accompanied by an adult or guardian at the time of both collecting and redeeming the prize and must adhere to all National laws governing the sale of camera equipment;

10. Content Terms of Use

- (a) Echuca Moama Tourism would like to feature the Content in our marketing and promotional programs for Victoria and NSW. By accepting these Terms and Conditions, You permit Echuca Moama Tourism to make Your Content, which may include text, images, video, or other content, accessible and viewable by the public;
- (b) Please note that while the Content will remain Your property, by agreeing to these Terms and Conditions, You grant Echuca Moama Tourism a free non-exclusive, perpetual, royalty free, worldwide licence to use this Content. This will include the right to reproduce, edit, transmit, print, publish, publicly display, exhibit, index, comment on, translate, create derivative works, copy, adapt, add to, take from, distribute, communicate, make available and otherwise utilise the Content in whole or in part, in all media formats and channels now known or later devised for the purposes of marketing programs and promotional material for Victoria and NSW. You also consent for Echuca Moama Tourism to use the Content with or without credits identifying the source of this Content and without the further requirement of permission from or payment to You or any other person or entity;
- (c) By providing Content, You also represent and warrant to us that You have the authority to provide all intellectual property rights related to the Content;
- (d) You agree to indemnify and keep us indemnified against all claims, costs, damages, expenses and liabilities incurred or suffered by us arising out of in connection with our use and exploitation of the Content. To the maximum extent permitted by law, we exclude all liability to You however arising in relation to our use of the Content, or these Terms and Conditions;
- (e) On request, any entry will be provided as the highest resolution possible, and free of watermarks or excessive post-production;
- (f) Competition posts must be available for public viewing on Instagram and available to re-post at the discretion of the Promoter;

11. Publicity Release, Use of Personal Information

- (a) The Promoter will collect information (including personal information) from all Entrants and entries and use it for the purposes of the Competition and for its purposes including marketing and promotional purposes. All personal information provided by Entrants will be held by the Promoter;
- (b) The Promoter is not responsible or liable in any manner for any content or materials posted in relation to this Competition;
- (c) By accepting the Prize, the Prize Winner consents to the Promoter using their details for marketing and promotional purposes;
- (d) The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify the Competition;
- (e) The Promoter shall not be liable for any loss or damage whatsoever that is suffered by any Entrants or Prize Winner (including but not limited to indirect or consequential loss), or for any personal injury suffered or sustained as a result of taking any Prize, or death except for any liability that cannot be excluded by law;

- (f) If this Competition is not capable of running as planned due to any reason, including unauthorised intervention, fraud, or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right (subject to any applicable law) in its sole discretion to cancel the Competition or to disqualify any individual who has tampered with the entry process;
- (h) Under Privacy law, Entrants may access their personal information that the Promoter holds about them and seek correction of that information at any time. If Entrants no longer wish the Promoter to notify them of initiatives that the Promoter considers may be of interest to them, they may notify the Promoter by email: info@echucamoama.com. If Entrants choose this option, the Promoter will destroy any personal information that it holds about them.

12. Exclusion of Liability

- (a) By registering for this Competition, each Entrant and subsequent Prize Winner assumes sole liability for any personal injury and/or damage to property caused or claimed to have been caused to him or her as a result of or in connection with participating in this Competition;
- (b). These Terms and Conditions do not affect, and are not intended to affect, any rights or remedies a consumer might have, which cannot be excluded under applicable consumer protection laws;

13. Governing Law and Jurisdiction

- (a) These Terms and Conditions are governed by the laws of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of its courts for the resolution of any dispute, difference, controversy or claim arising in connection with these Terms and Conditions and/or this Competition;

14. Facebook, Instagram and Twitter - Special Terms and Conditions

- (a) All entrants must also adhere to the following conditions stated by Facebook, Instagram or Twitter (which may be changed at any time):
 - i. You agree to release Facebook Instagram or Twitter from any claims and liability;
 - ii. You acknowledge that this Competition is in no way sponsored, endorsed or administered by, or associated with Facebook Instagram or Twitter;
 - iii. You acknowledge that You are providing information to the Promoter and not to Facebook, Instagram or Twitter;