

## Plunge 2018 - Instagram competition Terms and Conditions

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By entering this competition you agree that the following terms and conditions apply to your participation in the Plunge Instagram Competition ("the Competition") produced by the Clarence Valley Council ("Council").

### 1. Remuneration Prize details

1.1 The Competition is a free non-profit event. There are no entry fees and no remuneration for entries.

1.2 If your entry is judged as the winner by the judges, you will be entitled to the prize - an original travel poster by Clarence Valley Artist Malcolm King valued up to \$615.

1.3 The prize is 1 framed travel poster, your choice of 5 posters as promoted as part of the competition. The winner has the choice of poster for their prize.

### 2. Terms and conditions of the Competition

2.1 You must submit your entry via uploading to Instagram by no later than 9am, 30<sup>th</sup> April.

2.2 No correspondence will be entered into regarding these Terms and Conditions, or the decisions of the Panel or Council.

2.3 The Competition is open to all residents of Australia.

2.4 Council reserves the right to exclude and remove your entry from the Competition at any time.

2.5 The submitted photograph must have been taken at a plunge Art & Culture Festival event during the festival in 2018.

2.6 The submitted photograph must include the hashtag #cvcplunge2018 to be eligible for entry

2.7 The entrant must follow @clarencevalleyculture Instagram account for their entry to be eligible

### 3. Copyright and moral rights

3.1 By entering this competition you grant Council the right to:

3.1.1 Maintain a digital copy of your entry;

3.1.4 Use the image for any promotion of this competition and exhibition or any future competition and exhibition with no re-use charge payable.

3.1.5 Use the image as part of the advertising and promotion of the plunge Art and Culture Festival program.

3.2 You warrant that you are the owner of all copyright in your entry or have obtained all necessary approvals to permit the use of your entry on social media.

3.3 Council may reproduce your entry (or any part of it) in any media format, including but not limited to advertisements, postcards, brochures, posters, publications television/print media, website and annual reports with no re-use charge payable.

3.5 Council will acknowledge you in all publicity of the Exhibition as the creator of your entry. You consent to any act or omission of Council in dealing with your entry in accordance with these Terms and Conditions, whether or not any such dealing infringes any moral right(s) you have in your entry. You agree that your consent is a genuine consent under the Copyright Act 1968 and has not been induced by duress or any false or misleading statement.

## **5. General**

5.2 Employees of Council and any sponsors are ineligible to enter the Competition and the Exhibition.

5.4 Council accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. Council is not liable for any consequences of user error including (without limitation) costs incurred.

5.5 Council may, at its discretion, require any person taking any prize to be 18 years of age or over, or if a person is under the age of 18, require that that person be accompanied by a parent or legal guardian while taking the prize.

5.6 Council may require the winner/s to provide identification as requested by Council including (without limitation) proof of identity, proof of age and proof of residency. Identification considered suitable for verification is at Council's discretion.

5.7 If due to any reason whatsoever Council becomes aware after an entrant has won a prize that the entrant has not complied with these terms, that entrant will have no entitlement to the prize, even if Council has announced them as a winner and that entrant will be required, at the direction of Council, to return, refund or otherwise make restitution of the prize.

5.8 Without limiting any other paragraph, Council may at its discretion amend any aspect of this competition or of these terms, subject to applicable laws and subject to the approval of the relevant authorities (if required).

5.9 Council accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.

## **6. Privacy**

6.1 The personal information that Council has collected or is collection from you as part of the competition and exhibition is personal information for the purposes of the Privacy and Personal Information Act 1998 (PPIPA). Council will only use this information in accordance with the PPIPA.

6.2 The supply of this information by you is voluntary. Council is requesting this personal information from you in order to process your application and entry to the competition and exhibition. Your personal information will only be used for the purpose for which it was collected and will not be disclosed to any other person, body or agency except where required by law.

6.3 You may make an application for access or amendment to your personal information held by Council. Council will consider any such application in accordance with the PPIPA. Council is to be regarded as the agency that holds the information.