

**Noosa Civic Shopping Centre (Centre)**  
**#noosahaven Instagram Competition**  
**Terms and Conditions**

**Participation in the Competition**

1. By participating in the Competition, the Participant agrees to these Terms and Conditions.
2. To participate in the Competition, the Participant must be an Eligible Person who submits an Eligible Entry during the Competition Period.
3. Eligible Persons may enter the Competition once per day only during the Competition Period.
4. To enter the Competition, the Eligible Person must during the Competition Period:
  - (a) upload a photo of the your experience at Haven and tag @noosacivic and #noosahaven on Instagram ("**Eligible Entry**"), ensure that the Instagram account is public; and the photo taken is:
    - i. not unlawful or promotes any unlawful activity;
    - ii. not considered inappropriate, defamatory, abusive, discriminatory, offensive, obscene, threatening, misleading or hateful (as determined by the Promoter, in its absolute discretion);
    - iii. not intended to harass another person or group of people;
    - iv. does not include personal information (including photographs) of another person or persons, unless with their express consent (or the express consent of their guardian, where applicable);
    - v. does not contain viruses or corrupted files;
    - vi. does not infringe the intellectual property rights of the Promoter Entities or the intellectual property rights of a third party; or
    - vii. does not contain advertising or promotional materials; and
  - (b) if the Eligible Person is under the age of 18 years, be consented to by a parent or guardian of the Eligible Person and any relevant consent form signed where applicable.

**The Competition**

5. The Competition will be conducted online at the Centre's Instagram page during the Competition Period. The Competition will end on expiration of the Competition Period.

**Eligibility**

6. The Competition is only open to Eligible Persons.
7. The Promoter reserves the right, at any time, to verify the eligibility of any Participant (including a Participant's identity, age and place of residence) and to disqualify any Participant who does not comply strictly with these Terms and Conditions or who tampers with the entry process. Incomplete, indecipherable or illegible entries will be deemed invalid. If requested by the Promoter, a Participant must provide the Promoter with evidence of eligibility. Failure by the Promoter to enforce any of its

rights at any stage does not constitute a waiver of those rights.

**The Prize**

8. There will be one (1) Prize and one (1) winner of the Prize (**Prize Winner**).
9. If a Prize Winner is under the age of 18 years, the parent or guardian of the Prize Winner who gave permission for entry into the Competition will be deemed to be a Prize Winner for the purposes of the Competition.
10. The Prizes are not transferable, refundable or exchangeable and cannot be taken as cash.
11. The first Eligible Entry drawn at random will win the Prize.
12. The draw will take place at 3:00pm on Tuesday, 6<sup>th</sup> October 2020 at the Centre Management Office.
13. The Promoter will use reasonable efforts to notify the Prize Winner via Instagram to arrange collection of the Prize.
14. If despite reasonable efforts the Promoter is unable to locate or contact a Prize Winner within three (3) days after the winner is decided, another Prize Winner will be drawn at 12:00pm on 9<sup>th</sup> October 2020 at the Centre Management Office. Any subsequent winner will be notified in accordance with these Terms and Conditions.
15. The Promoter may, but is not obliged to, publish the results of the Competition. By participating in the Competition, the Participant gives their consent for their personal details to be published in the manner prescribed in this clause if they are the recipient of a Prize. If the Promoter decides to publish the results of the Competition, then the Promoter will publish the results on the Centre's Facebook and Instagram pages.
16. The Prize must be picked up from Centre Management, during office hours. A Participant claiming to be a Prize Winner will be required to provide proof of identity.
17. The Prize is subject to the conditions relating to the use of the Prize (including validity period) which can be obtain directly from the Prize provider or viewed at [www.noosacivicsshopping.com.au](http://www.noosacivicsshopping.com.au). Where the use of the Prize is subject to the terms and conditions of a Prize provider other than the Centre, any dispute in relation to those terms and conditions must be directed to that party and the Promoter has no responsibility for resolving such disputes.

**Other General Terms**

18. All Competition entries are the property of the Promoter.
19. Each Participant:
  - (a) presently assigns to the Promoter all Intellectual Property Rights in or for the Materials and all existing and future materials created (whether alone or jointly with the Promoter) by the Participant in relation to the Materials;
  - (b) warrants that the Participant has the right to make this assignment and that the Promoter's use of the Materials will not infringe any Intellectual Property Rights of any third party; and;

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- (c) voluntarily, irrevocably and unconditionally consents to the Promoter, or persons authorised by the Promoter, doing or omitting to do, with respect to the Materials, any act which would otherwise infringe the Participant's Moral Rights in the Materials.
20. The Promoter Entities Instagram shall not be liable (including, without limitation, in negligence) for:
- (c) any loss or damage whatsoever that is suffered (including, but not limited to, indirect or consequential loss); or
- (d) any personal injury suffered or sustained, during the course of participating in this Competition or using the Prize, except for and to the extent that any liability cannot be excluded by law.
21. Each Participant indemnifies and keeps indemnified the Promoter Entities Instagram against all claims, losses, damages, costs and expenses suffered or incurred by the Promoter Entities or any third parties arising out of the breach of these Terms and Conditions by the Participant, the conduct of the Participant in the Competition or the use of the Prize by the Participant.
22. If this Competition 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law and subject to any written directions from a regulatory authority (if any) to:
- (a) disqualify any Participant; and/or
- (b) modify, suspend, terminate or cancel the Competition as appropriate.
23. The Competition is not sponsored, endorsed, administered by, or associated with, Instagram. The Participant agrees that Instagram will not be responsible for any claims, losses, damages, costs and expenses of any kind associated with this Competition and releases Instagram to the full extent permitted by law.
24. Any information provided by the Participant in this Competition is being provided to the Promoter and not to Instagram.
- Privacy**
25. Under the *Privacy Act 1998* (Cth), the Promoter must notify Participants of certain matters when it collects personal information about them including how it plans to use or disclose it. If a Participant chooses to enter or take part in the Competition, the Participant may be required to provide the Promoter with personal information about themselves such as the Participant's Instagram handle.
26. The Promoter will collect, use and disclose the personal information which the Participant has provided for the purpose of carrying out the Competition (including as described in clause 16 in particular and in general for notification and promotion of Prizes).
27. By entering the Competition, the Participant consents to the collection, use and disclosure of his or her personal information in the manner outlined in these Terms and Conditions.
28. If a Participant would prefer that the Promoter does not use or disclose the Participant's personal information in the way outlined in these Terms and Conditions and/or retain their personal information for the purposes described herein, the Participant should contact the Promoter on **(07) 5440 7900**.
29. A Participant has the right to access, in most circumstances, personal information which the Promoter holds about the Participant. A Participant may contact the Promoter on **(07) 5440 7900** to ask for access to the Participant's personal information, or if the Participant has a complaint concerning a Participant's information privacy. The Promoter may deny the participant's request for access in some circumstances. If the Promoter does this, it will tell the Participant why.
30. The Promoter's Privacy Policy contains further information on its processes in relation to access to and correction of personal information, about how a Participant may complain about a breach of the Australian Privacy Principles and how the Promoter will deal with such a complaint. The Promoter's Privacy Policy is available at [www.noosacivicshopping.com.au](http://www.noosacivicshopping.com.au).
31. If a Participant considers that any personal information that the Promoter holds about the Participant is inaccurate or if at any time the Participant's details change, the Participant may contact the Promoter on **(07) 5440 7900** and the Promoter will take reasonable steps to ensure that such personal information is corrected. The Promoter will take reasonable steps to keep personal information secure from misuse, interference, loss or unauthorised access, modification or disclosure.

**Definitions**

**"Centre"** means Noosa Civic Shopping Centre located at 28 Eenie Creek Road, Noosaville Qld 4566.

**"Competition"** means the opportunity to go into the draw to attempt to win a Prize in accordance with these Terms and Conditions.

**"Competition Period"** means the period from 10:00am on 19<sup>th</sup> September 2020 to 5:00pm on 5 October 2020.

**"Eligible Entry"** means an entry which complies with the requirements of clause 4.

**"Eligible Person"** means an individual who:

- (a) is a resident of Queensland;
- (b) if under 18 years of age, has a parent or guardian's permission to participate in the Competition;
- (c) is not a Non Eligible Person; and
- (d) submits an Eligible Entry.

**"Intellectual Property Rights"** means all intellectual property rights, including copyright and any right to keep confidential information confidential.

**"Materials"** means written materials provided by the Participant pursuant to the Promotion, [including details completed in or provided with the Application Form].

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“**Moral Rights**” means the rights under the Copyright Act 1968 of integrity of authorship, attribution of authorship, and the right not to have authorship of a work falsely attributed.

“**Non-Eligible Person**” means the following:

- (a) owners and managers of the Centre;
- (b) retailers of the Centre;
- (c) suppliers, associated companies and agencies of the Centre;
- (d) the employees or contractors of the persons and entities in paragraphs (a) – (c); and
- (e) any spouse, child, de facto or any other person living at the same premises as any of the persons mentioned in paragraphs (a) – (d).

“**Participant**” means any person who participates in the Competition.

“**Prize**” means one (1) Noosa Civic Gift Card with a value of \$200.00 or any substitute Prize of a similar replacement type and value as determined by the Promoter.

“**Promoter**” means the owner of the Centre, Stockwell Property Management Pty Ltd as trustee for the Noosa Civic Shopping Centre.

“**Promoter Entities**” means the Promoter, all associated companies, advisors and agencies and all those entities’ personnel.