

TERMS AND CONDITIONS FOR “SURF LIFE SAVING QUEENSLAND PHOTOGRAPHY COMPETITION” 2021 PROMOTION

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Surf Life Saving Queensland Photography Competition” Promotion (**“Promotion”**) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on QLD local time.

ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to Queensland residents aged 18 years or over. 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 to enter into a further agreement as evidence of consent to the minor entering this Promotion.

3. The following are ineligible: (i) employees of the Promoter or any of the Promoter’s agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.

PROMOTION PERIOD

4. This Promotion commences at the time and on the date indicated in Item 1 and ends at the time and on the date indicated in Item 2 (**“Promotion Period”**).

HOW TO ENTER

5. To enter this Promotion, eligible individuals must, during the Promotion Period, follow the directions indicated in Item 3.

LIMITS ON ENTRY

6. Multiple entries permitted.

DRAW DETAILS

7. The draw will take place at the Surf Life Saving Queensland, 18 Manning St, South Brisbane, QLD 4101 at the time and on the date indicated in Item 4. The winner will be chosen by a judging panel chosen by the promotor. The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

WINNER NOTIFICATION

8. The provisional winner(s) will be notified in writing. A provisional winner will only be deemed a winner once verified by the Promoter.

PRIZES

9. The prize or prizes to be awarded are indicated in Item 5. If more than one (1) prize is to be awarded, the prizes will be awarded in descending order of value.

10.

- a. Winners are responsible for any extra costs associated with delivery or pick up of the prize. The winner is responsible for providing the correct postal address and where applicable being available to accept the delivery via courier. The Promoter is not liable for incorrect, lost or stolen delivery of the prize.
- b. Winner may pick up the prize from Surf Life Saving Queensland office at 18 Manning St, South Brisbane.

UNCLAIMED PRIZE DRAW

11. The Promoter will conduct an unclaimed prize draw (if required) at the same place as the original draw at the time and on the date indicated in Item 6 to award the prize(s). This date will be no sooner than one (1) month after the original draw, except in the case of an event prize, in which case the draw may be earlier. Winners, if any, will be notified in writing.

GENERAL

12. Incomplete, indecipherable or illegible entries will be deemed invalid.

13. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

14. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.

15. If for any reason a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.

16. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.

17. Total prize pool value is the value indicated in Item 7.

18. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

19. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) 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.

20. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to

jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

21. 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) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.

22. The Promoter's decision is final and no correspondence will be entered into.

23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

24. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Instagram Statement of Rights and Responsibilities, which can be viewed at <https://www.instagram.com/about/legal/terms/>.

25. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Entrants understand that they are providing their information to the Promoter and not to Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram.

26. Nothing in these Terms and Conditions limit, exclude or modify 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**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.

27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of a prize.

SUBMISSION GUIDELINES

28. Images submitted with watermarks or branding on them will not be considered for judging and will be disqualified.

29. Images must not plagiarise the work of any other person.

30. All entries become the property of the Promoter. Entrants acknowledge that their entry and all material included will be the property of the Promoter. As a condition of entering into this promotion, each entrant assigns all of their rights, title and interest (including copyright) in and to their entry to the Promoter from the time of entry. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).

PRIVACY

31. In order to conduct this Promotion, the Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of entry that the entrant agrees to being entered into the Surf Life Saving Queensland database. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in the Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored in accordance with the Privacy Policy. Upon the entrant's request, all information provided will be removed from our active database. To request details to be removed, please write to marketing@lifesaving.com.au. Information will be removed as soon as reasonably possible in accordance with our Privacy Policy and applicable laws. To view the Surf Life Saving Queensland Privacy Policy, please visit <http://lifesaving.com.au>. All entries remain the property of the Promoter.

32. The "**Promoter**" is Surf Life Saving Queensland (ABN 27 360 485 381) Surf Rescue House, 18 Manning Street, South Brisbane, QLD 4101.

Item 1

Promotion commences
Date: 04 August 2021
Time: 12:00PM

Item 2

Entries Close
Date: 30th September 2021
Time: 11:59PM

Item 3

To enter this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:

1. Get your award winning picture – a recent snap or one from the archives

Ensure your photo features the beautiful Queensland coastline and an element of red and yellow

2. Post in onto Instagram

- Be following @lifesavingqld and @ripperaviationacademy
- Tag @lifesavingqld in the photo and #redandyellow
- Make sure your profile is on public otherwise we won't be able to see it

Item 4

Draw Date

Date: 4th October 2021

Time: 12:00PM

This date must be within twelve (12) months of the close date.

Item 5

Prize or prizes to be awarded include: DJI Air 2S

Item 6

Unclaimed Prize Draw

Date: 4 November 2021

Time: 12:00PM

This date is at the discretion of Surf Life Saving Queensland however must be at least one (1) month after the original draw date, except in the case of an event prize. In the case of an event prize being unclaimed, this draw may take place earlier than one (1) month after the original draw, but will be within a reasonable time after the original draw, depending on the date of the event.

Item 7

Value of total prize pool is: \$1,699 RRP