

Unitywater Competition Terms and Conditions

The Competition

1. The Northern SEQ Distributor-Retailer (ABN 89 791 717 472) trading as Unitywater of Ground Floor, 33 King Street Caboolture in the State of Queensland ('Promoter') is conducting the Competition.

Entry into Competition

2. By entering the Competition in any way, the entrant is deemed to accept these Terms and Conditions.
3. Entries must be made during the Competition Period.
4. To enter the Competition, the entrant must:
 - a. own a Facebook account which has "liked" the Unitywater Facebook page (<http://www.facebook.com/Unitywater>) before or during the Competition Period and the "like" remains visible on the Unitywater Facebook page at the Competition End Time;
 - b. using the same Facebook account, post a photo or video in the comments section of the Unitywater competition post, featuring the entrant at one of the 16 Unitywater Community Artwork projects listed on the Unitywater Community Artwork Trail Map
 - c. provide a statement to the Promoter if requested as part of the entry requirements;
 - d. be a resident of Queensland at the Competition End Time;
 - e. be at least 18 years of age at the Competition End Time;
 - f. not be a director or employee of the Promoter or their family member. Family member means spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin; and
 - g. not have previously won a Prize in the Competition (that is, the entrant can win no more than one Prize in the Competition).
5. Each Facebook account may only be entered in the Competition once. The first valid entry is the only valid entry.

Prize

6. The Promoter offers the Total Prizes to the Total winners of the Competition.
7. Each Prize will be posted to the winner by the Prize Sending Day, subject to these Terms and Conditions.
8. Unless expressly stated in these Terms and Conditions, all Prizes or parts of Prizes are

non-transferable, non-exchangeable, non-refundable, non-replaceable, and non-redeemable for another prize, including cash, except at the Promoter's discretion and subject to relevant legislation.

Promoter's rights

9. Entrants are responsible for all costs they incur in relation to entering the Competition. The Promoter is not liable for any costs incurred by the entrant.
10. The Promoter has no responsibility or liability to any person for any cause or event which results in failure of any person to enter the Competition during the Competition Period.
11. The Promoter may, at any time and in its sole and absolute discretion:
 - a. take any steps and accept any evidence to verify the validity of entries and entrants (including an entrant's identity, residence and age);
 - b. decide that an entry is invalid if the entry is incomplete (including but not limited to "unliking" Unitywater's Facebook page before the Competition End Time) or not in accordance with these Terms and Conditions, the Promoter reasonably suspects the entry has been submitted using false, incorrect, fraudulent or misleading information (including but not limited to account ownership, identity, residency and age), the entry has been submitted through the use of multiple identities, email addresses or accounts;
 - c. disqualify any entrant who the Promoter has reason to believe has breached any of these Terms and Conditions, where an entrant notifies the Promoter that it withdraws consent in relation to any part of these Terms and Conditions, has tampered with the entry process, or acts in a manner that is disruptive, dishonest or engaged in any unlawful or other improper misconduct which jeopardises the fair and proper conduct of this Competition; and
 - d. accept any entry as valid notwithstanding any errors or omissions.
12. The Promoter reserves all rights to recover from any entrant or purported entrant any loss, damage or other compensation arising from the failure of the entrant or purported entrant to comply with these Terms and Conditions.

Winner selection

13. The Prize winners are selected by the Promoter in its sole and absolute discretion after the Competition End Time in accordance with these Terms and Conditions.
14. The Promoter may, in its sole and absolute discretion, select additional reserve entry winners and record them in order (Reserve

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Prize Winners) on a list for the winner selection.

15. In the event a Prize winner is ineligible or disqualified from winning a Prize, the next Reserve Prize Winner on the list for the winner selection will receive a Prize.

Prize winners

16. Prize winners will be notified within 48 hours of the selection.
17. The Promoter may publish details of the Prize winners and any statements by the Prize winners made pursuant to clause 4.c on the Promoter's website: www.unitywater.com after notifying the Prize winner of their selection, for a period of at least 28 days after the winner selection, unless the Prize winner provides written request to the Promoter not to publish their details.
18. If the Prize winner does not notify the Promoter that the Prize winner accepts their Prize in response to the Promoter's notification and within 48 hours of notification under paragraph 16, the Prize winner forfeits the Prize and the Promoter may award the Prize to a Reserve Prize Winner.
19. The Promoter will not charge the Prize winner any costs for accepting a Prize.
20. The Prize is at the risk of the Prize winner after the Prize leaves the Promoter's possession and is posted to the Prize winner.
21. Subject to clause 19, the Prize winner is liable for any costs or liability (including but limited to tax liability) arising as a result of accepting a Prize. Prize winners have the opportunity to seek independent financial advice prior to accepting the Prize.

Privacy and consent

22. Entrants agree that personal information provided by an entrant to the Promoter for the purpose of entering this Competition will be collected, used and disclosed in accordance with the Promoter's privacy policy. A copy of the privacy policy is available at www.unitywater.com/privacy.
23. The Promoter may use the entrant's name, image, photograph, video, voice and/or statement in the event they are a Prize winner in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any goods or services of the Promoter including community-related services, unless the Prize winner provides written request to the Promoter not to publish such material.
24. Subject to these Terms and Conditions, personal information collected by the Promoter will be kept strictly confidential and will not be sold, reused, rented, loaned or otherwise disclosed to any third party except in accordance with these Terms and

Conditions, and the Promoter's privacy policy, the *Right to Information Act 2009* (Qld), as requested by the State of Queensland, the relevant regulatory authority in each State or Territory, or as otherwise required or permitted by law.

25. The entrants agree that the Promoter owns all entries and all intellectual property rights in relation to all photographs, films, recordings or other material provided by the entrant in relation to entry into the Competition.

Other information incorporated into Terms

26. Information on how to enter this Competition and Prize information forms part of these Terms and Conditions.
27. If any inconsistency arises between the information at clause 26 and these Terms and Conditions, these Terms and Conditions prevail to the extent of the inconsistency.

General

28. Failure by the Promoter to enforce any of its rights at any time does not constitute a waiver of those rights.
29. The Promoter's decisions are final. The Promoter is not required to enter into any correspondence with any entrant or purported entrant in relation to this Competition.
30. The Promoter, in its sole and absolute discretion, reserves the right to substitute any Prize (or a part of a prize) with a prize of the equal value and/or specification, subject to any directions from a regulatory authority.
31. If this Competition is not capable of being conducted as reasonably anticipated due to anything beyond the reasonable control of the Promoter, or is interfered with in any way, including but not limited to by, war, civil unrest, strike, riot, crime, power failure, natural disaster, weather event, computer virus, tampering or technical failure or unauthorised intervention, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant or invalidate any entry; or (b) subject to written approval from any relevant regulatory authority, to modify, suspend, terminate or cancel this Competition.
32. The Promoter may assign or novate its rights and responsibilities under this agreement to any third party at its sole discretion.
33. The Promoter bears no liability or responsibility for any issues or faults of any telephone network or lines, computer systems, servers, providers, computer equipment, software, technical problems or traffic congestion, including but not limited to any injury or damage to participants or any other person's computer related to or resulting from participation in or downloading any materials related to this Competition.
34. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) is not

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responsible and excludes all liability for: any tort (including negligence) or contractual claim; any personal injury, illness or death; any loss or damage (including loss of opportunity) suffered by any entrant, account owner or Prize winner, whether direct, indirect, special or consequential, arising in any way out of the Competition, including, but not limited to the following: (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 incorrect or incomplete information which may be communicated in the course of administering this Competition; (d) any entry or Prize claim that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter; (e) any variation in Prize value to that stated in these Terms and Conditions; (f) any tax liability incurred by a Prize winner or entrant; or (g) use of a Prize.

35. This agreement is governed by the laws of Queensland.
36. This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Each entrant and participant releases Facebook completely in relation to this Competition.

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Schedule 1 – Details

Competition	Unitywater Artwork Trail Map photo & video competition
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Competition timeframes

Competition Period	From the Competition Start Time to the Entry Close Time
Competition Start Time	Thursday, 17 September 2020 at 12:01am AEST
Entry Close Time	Sunday, 11 October 2020 at 11:59pm AEST
Competition End Time	Friday, 16 October 2020 at 1:00pm AEST
Prize Sending Day	Friday, 16 October 2020

Prizes

Prize	\$100 Sunshine Coast Plaza gift card
Prize Value	\$100.00 AUD
Total	10