

## Unitywater's Event Competition Terms and Conditions

Event name 2018 Caloundra Music Festival – Facebook competition

### Schedule 1: Competition timeframes

Competition Start Time	12:01am AEST
Competition Start Date	Friday 14 September, 2018
Entry Close Time	11:59pm AEST
Entry Close Date	Tuesday, 25 September 2018
Competition End Time	11:59pm AEST
Competition End Date	Wednesday, 26 September 2018

### Schedule 2: Competition Draw(s)

Number of Prize Draw(s)	1
Location(s) for Prize Draw(s)	6-10 Maud Street, Maroochydore
Time(s) for Prize Draw(s)	09:00am AEST
Date(s) for Prize Draw(s)	Wednesday, 26 September 2018
Location(s) for Prize Redraw(s)	6-10 Maud Street, Maroochydore
Time(s) for Redraw(s) (if required)	3:00pm AEST
Date(s) for Redraw(s) (if required)	Wednesday, 26 September 2018
Method of Prize Draw	Each player is to have a fair and equal chance of winning the major prize in the game subject to whether or not the player had to use their knowledge, skills or judgement to enter the Competition in the first instance. As such, selection of Prize winners is to be decided entirely or partly by chance in the following way: a third party online system to randomly draw the prize winner.

### Schedule 3: Competition prizes

Prize(s)	A Family Season Pass to Caloundra Music Festival, including: 2 x Adult tickets (18+ FRI-MON) 1 x Youth ticket (13-17 yrs, FRI-MON) 1 x Child ticket (1-12 years, FRI-MON)
Prize Value(s)	\$742.00AUD
Total Prize Value	\$742.00 AUD

### Schedule 4: Providing prizes

When Prize(s) provided to Prize winners	Date: Wednesday, 26 September 2018 Time: Between 1:00pm and 5:00pm AEST
Method Prize(s) provided to Prize winners	By email to address provided by entrant

### Schedule 5: Competition entry

People who can enter the Competition	Individuals who are: a) Residing in Unitywater's geographical area; b) Over 18 years of age; and c) Owners of Facebook accounts.
People who are disqualified from entering the Competition	Individuals who: a) Are Directors or employees of the Promoter or their family member. Family member means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-

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	grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin; or
	b) Have won a Prize in the Competition previously.
Entrants means	Facebook account owners who can enter the Competition and are not disqualified from entering the Competition. Residents in Unitywater's geographical area who can enter the Competition and are not disqualified from entering the Competition.
How to validly enter the competition	1. "Like": <a href="http://www.facebook.com/Unitywater">http://www.facebook.com/Unitywater</a> ('Unitywater Facebook page') 2. Write on the competition post on the Unitywater Facebook page in 25 words or less why drinking tap water instead of plastic bottled water is important to the entrant.
How many times one entrant can enter the competition	Once
Invalid entries	In addition to the requirements in clause 26 and 27 of this Agreement, incomplete entries or entries relating to accounts that opt out of "liking" Unitywater's Facebook page before the Prize draw date, or redraw, will be deemed invalid.

### Schedule 6: Communication

Prize winner notification	Prize winners will be notified on the date of the draw via their Facebook account.
Prize winner publication	Other than publication on Unitywater's website according to clause 35 of this Agreement, there will be: No publication of Prize winner details.
Prize winner consent	No consent is required from Prize winners

### Schedule 7: Third party requirements

Facebook	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.
Twitter	Anyone found to be creating multiple Twitter accounts or posting duplicate or near duplicate updates or links to enter this Competition will be ineligible.
Instagram	This promotion including the Promoter and the Competition is in no way sponsored, endorsed or administered by, or associated with, Instagram. Each Entrant releases Instagram from liability in relation to this Competition and agrees to abide by the official rules of Instagram.
Other	Not applicable.

### Promoter

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 this competition ('Competition'). Telephone 1300 086 489.

Please send mail to PO Box 953, Caboolture QLD 4510.

### Competition period

2. The Competition starts at the Competition Start Time on the Competition Start Date as described in Schedule 1 of this Agreement (Schedule 1).

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3. Entries close at the Entry Close Time on the Entry Close Date as described in Schedule 1.
4. The Competition Period is the time between when the Competition starts and when Entries close.
5. The Competition ends at the Competition End Time on the Competition End Date as described in Schedule 1.

### Draw(s)

6. The number of Draw(s) in this Competition is described in Schedule 2 of this Agreement (Schedule 2).
7. The location, date and time of the Draw(s) is described in Schedule 2.
8. The location, date and time of the Redraw(s) (if required) is described in Schedule 2.
9. The method for determining the Prize winners in the Draw(s) is described in Schedule 2.

### Prize(s)

10. The Prize(s) for the Draw(s), including Redraw(s) (if any) are described in Schedule 3 of this Agreement (Schedule 3).
11. The value of the Prize(s) for the Draw(s), including Redraw(s) (if any) are described in Schedule 3.
12. The Prize(s) are allocated to the Prize winner(s) in the order they are drawn with the First Prize drawn first as described in Schedule 3.
13. The total Prize pool has a maximum value of Total Prize Value as described in Schedule 3.
14. Each Prize will be provided to the Prize winner(s) in the time and method described in Schedule 4.
15. Other than as expressly stated in these Terms and Conditions, a Prize or part of a Prize is 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.

### Entry and eligibility

16. Information on how to enter this Competition and Prize information forms part of these Terms and Conditions.
17. Entering this Competition, including entering automatically, is deemed acceptance of these Terms and Conditions.
18. Entry to the Competition is free. Entrants will be responsible for all costs associated

with entering the Competition, which may include costs associated with accessing the internet or telephoning the Promoter which will cost no more than 55 cents plus GST and will not go to the Promoter. Entrants using a mobile phone may be charged at a different rate and those entrants should contact their provider for further information.

19. The Entrants to the Competition are described in Schedule 5 of this Agreement (Schedule 5).
20. The method to enter the Competition is described in Schedule 5.
21. Entrants can enter the Competition the number of times described in Schedule 5.
22. Entry to the Competition is limited to the people described in Schedule 5.
23. Individuals can contact the Promoter on the contact details in clause 1 of these Terms and Conditions to check their eligibility to enter this Competition.
24. The Promoter does not accept responsibility for late entries.
25. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, residence and age) and the Promoter may, in its absolute discretion, declare an entry invalid that is incomplete or not in accordance with these Terms and Conditions, or disqualify any entrant who the Promoter has reason to believe has breached any of these Terms and Conditions or has done any of the following: a) withdrawn consent in relation to any part of these Terms and Conditions, b) tampered with the entry process, c) acted in a manner that is disruptive or dishonest or d) engaged in any unlawful or otherwise improper misconduct which jeopardises the fair and proper conduct of this Competition. Errors and omissions may be accepted at the Promoter's discretion. Proof considered suitable for verification is at the Promoter's discretion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
26. The Promoter reserves the right, at any time to invalidate any entries which it reasonably suspects have been submitted using false, incorrect, fraudulent or misleading information, including but not limited to account ownership, identity, residency and age and/or entries that have been submitted through the use of multiple identities, email addresses or accounts.

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27. The Promoter reserves the right, at any time and at its sole discretion to invalidate any entry it considers: (a) is potentially illegal, abusive, discriminatory, defamatory, bullying, harassing or intimidating; (b) includes graphic violence, suicide, self-harm, drug use, hateful conduct, nudity, sexualised or otherwise graphic content; (c) publishes private information of another person; or (d) does not otherwise reflect community standards.

### Prize draws

28. All valid entries will be entered into the Competition draw.
29. The Promoter reserves the right to draw up to twenty (20) additional reserve entries and record them in order (Reserve Prize Winners) on a list for the Prize draw.
30. In the event a Prize winner is ineligible or disqualified the next Reserve Prize Winner on the list for the Prize draw will receive the Prize or where the list has been exhausted, the Promoter may seek to Redraw the Prize subject to any directions from a regulatory authority.
31. Entrants agree that all lists of Reserve Prize Winners are confidential.

### Prize winners

32. Prize winners need not be present at the draw.
33. Prize winners including redrawn Prize winners will be notified according to Schedule 6 of this Agreement.
34. Partial names of Prize winners (first initial and last name), including redrawn Prize winners, and partial residential address details (suburb and State) will be published on the Promoter's website: [www.unitywater.com](http://www.unitywater.com) within 30 days of each draw and for a minimum of 28 days after each draw. Partial names and addresses will not be published where Prize winners request otherwise.
35. The Promoter is to make every reasonable effort to locate the Prize winner(s) for the Competition and deliver the prize(s) to the winner(s).
36. Despite clause 35, if the Promoter is not able to contact a Prize winner or Reserve Prize winner by the time for the Redraw then the Prize will be forfeited, and the Promoter will Redraw the Prize subject to any directions from a regulatory authority.
37. Any additional costs not expressly stated, but which may be incurred in acceptance and use of a Prize, are the responsibility of

the winner. Unitywater will not charge costs for winners to accept or use a Prize.

38. The Prizes will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion acting reasonably.
39. Each Prize winner accepts the Prize at their own risk. Any tax liability arising as a result of accepting a Prize is the responsibility of the Prize winner. Prize winners should seek independent financial advice.
40. As a condition of accepting the Prize, the Prize winner must agree to the terms of entry to the Event, and sign any legal documentation as and in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity.

### Privacy and consent

41. 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](http://www.unitywater.com/privacy).
42. Except for publishing winners names and statements at the discretion of the Promoter, 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 otherwise than in accordance with these Terms and Conditions, 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.
43. Entrants agree to provide the Promoter with a statement if requested in the event they are a Prize winner and agree any statement provided is to be used by the Promoter at its sole discretion.
44. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice and using a statement provided by the entrant in the event they are a Prize 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 Competition (including any outcome), and promoting any goods or services of the Promoter including community-related services.
45. The Competition entrants agree that the Promoter owns all entries and all intellectual property rights in relation to

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photographs, films, and recordings described in clause 43 of these Terms and Conditions.

### General

46. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
47. The Promoter's decisions are final and no correspondence with the Prize winners or otherwise will be entered into in relation to this Competition.
48. The Promoter, in its discretion, reserves the right to substitute any Prize (or a part of a prize) with a prize to the equal value and/or specification, subject to any directions from a regulatory authority.
49. If this Competition is not capable of being conducted as reasonably anticipated due to anything beyond the reasonable control of the Promoter, or interfered with in any way, including but not limited to, 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 (b) subject to written approval from any relevant regulatory authority, to modify, suspend, terminate or cancel this Competition, or invalidate or disqualify any eligible entrants as appropriate.
50. The Promoter may assign or novate its rights and responsibilities under this agreement to any third party at its sole discretion.
51. The Promoter bears no liability or responsibility for any issues or faults of any telephone network or lines, computer systems, servers, or 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.
52. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury, illness or death; or 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.
53. This agreement is governed by the laws of Queensland.
54. The Promoter, the Entrants and other participants in this Competition agree to the requirements of third parties specified in Schedule 7 of this Agreement.