**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**

1. The Competition starts at the Competition Start Time on the Competition Start Date as described in Schedule 1 of this Agreement (Schedule 1). Entries end at the Entry Close Time on the Entry Close Date (‘Competition Period’) as described in Schedule 1. The Competition ends at the Competition End Time on the Competition End Date as described in Schedule 1.

**Prize**

1. The Prizes for the Draw, including redraw (if any) are:
	1. First Prize as described in Schedule 1, valued at the First Prize Valueand allocated to the First Prize winner;
	2. Second Prize as described in Schedule 1, valued at the Second Prize Value and allocated to the Second Prize winner.
2. Each Prize will be emailed to the Prize winners on Prize Sending Day as described in Schedule 1.
3. The total Prize pool has a maximum value of Total Prize Value as described in Schedule 1.
4. 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**

1. Information on how to enter this Competition and Prize information forms part of these Terms and Conditions.
2. Entering this Competition, including entering automatically, is deemed acceptance of these Terms and Conditions.
3. 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.
4. To enter the Competition, one Facebook account owner must “like”: http://www.facebook.com/Unitywater (‘Unitywater Facebook page’) and write on the Unitywater Facebook page in 25 words or less why drinking tap water instead of plastic bottled water is important to them.
5. Entry to the Competition is limited to individuals who are a) Queensland residents and b) over 18 years of age.
6. Each Facebook account is entered once into the Prize draw to win a Prize if the following criteria is met at the date and time of that draw:
	1. The Facebook account owner has “liked” the Unitywater Facebook page before or during the Competition Period and the “like” remains visible on the Unitywater Facebook page at the time of the Prize draw.
	2. The Facebook account owner has written on the Unitywater Facebook page in 25 words or less why the Facebook account owner thinks it is important to drink tap water over plastic bottled water.
	3. The Facebook account owner is a resident of Queensland at the time of the Prize draw and is at least 18 years of age at the time of the Prize draw.
	4. The Facebook account owner is not a director or employee 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-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
	5. The Facebook account owner has not won a Prize in the Competition previously.
	6. Each Facebook account may only be entered in the Competition once. The first valid entry is the only entry deemed to be valid.
7. 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.
8. The Promoter does not accept responsibility for late entries.
9. 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.
10. 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.
11. 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.

**Prize draws**

1. All valid entries will be entered into the Competition draw.
2. Entries to the Prize Draw close at 11:59pm AEST on Sunday 17 September 2017. The Prize Draw will take place between 9am and 1pm AEST on Monday 18 September 2017.
3. The two winners will be determined by one (1) draw to take place at the Promoter’s office located at 6-10 Maud Street, Maroochydore in the State of Queensland.
4. For the draw, the First Prize winner will be the first Facebook account owner drawn, the Second Prize winner will be the second Facebook account owner drawn (according to the terms of that draw.
5. 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.
6. 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.
7. Entrants agree that all lists of Reserve Prize Winners are confidential.

**Prize winners**

1. Prize winners need not be present at the draw.
2. Prize winners including redrawn Prize winners will be notified via Facebook within the day of the Draw.
3. 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 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.
4. If the Promoter is not able to contact a Prize winner or Reserve Prize winner by 5pm on Monday 18 September 2017 then the Prize will be forfeited, and the Promoter will redraw the Prize between 5pm and 6pm AEST on Monday 18 September 2017 at the Promoter’s office located at 6-10 Maud Street, Maroochydore in the State of Queensland, subject to any directions from a regulatory authority.
5. 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.
6. The Prizes will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion acting reasonably.
7. 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.
8. 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**

1. 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.
2. 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.
3. 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.
4. 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.
5. The Competition entrants agree that the Promoter owns all entries and all intellectual property rights in relation to photographs, films, and recordings described in clause 36 of these Terms and Conditions.

**General**

1. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
2. The Promoter’s decisions are final and no correspondence with the Prize winners or otherwise will be entered into in relation to this Competition.
3. 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.
4. 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.
5. The Promoter may assign or novate its rights and responsibilities under this agreement to any third party at its sole discretion.
6. 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.
7. 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.
8. This agreement is governed by the laws of Queensland.
9. 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.

**Schedule 1**

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| Event | 2017 Caloundra Music Festival |

**Competition timeframes**

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| Competition Start Time | 12:01am AEST |
| Competition Start Date | Friday 1 September 2017 |
| Entry Close Time | 11:59pm AEST |
| Entry Close Date | Sunday 17 September 2017 |
| Competition End Time | 1:00pm AEST  |
| Competition End Date | Monday 18 September 2017 |
| Prize Sending Day | Monday 18 September 2017 |

**Prizes**

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| First Prize | 2 adult tickets to the Event on Saturday 30 September 2017 |
| First Prize Value | $216.00 AUD |
| Second Prize | 2 adult tickets to the Event on Sunday 1 October 2017 |
| Second Prize Value | $216.00 AUD |
| Total Prize Value | $432.00 AUD |