

## Aboriginal Rethink Sugary Drink 2017 COMPETITION

### TERMS AND CONDITIONS

1. The Promotion is run by The Victorian Aboriginal Community Controlled Health Organisation (VACCHO) (ABN 67 498 114 972) ('the Promoter') of 17-23 Sackville St Collingwood 3066 together with Cancer Council Victoria (ABN 61 426 486 715), trading as Cancer Council Victoria ('Promoter') of 615 St Kilda Road, Melbourne VIC 3004
2. The Aboriginal Rethink Sugary Drink 2017 Competition ('Promotion') is a promotion that seeks to raise awareness of the Aboriginal Rethink Sugary Drink campaign and the link between sugary drinks and poor health outcomes, promoting water as the best drink choice.
3. Information on how to enter and the details of all prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
4. Entry is only open to Victorian residents via Facebook, Instagram or Twitter only.
5. Participants must have parent/guardian consent to enter the competition if under 18 years old at the time of the competition.
6. By entering and participating, entrant agrees to hold harmless, defend and indemnify Facebook and Twitter from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) entrant's participation in the Sweepstake, or (ii) entrant's participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s))
7. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Twitter.
8. Employees of the Promoter and agencies associated with this promotion, including Cancer Council Victoria, are ineligible to enter.
9. The entrant acknowledges and agrees that the Promoter may collect certain personal information from entrants upon entry into the Promotion, being their name, address, contact details for the purposes of verifying their entry and contacting them in the event their entry is successful. VACCHO and CCV will not disclose or use the information for any other purpose. Entrants acknowledge they have read [the VACCHO Privacy Policy](#) which sets out how personal information is collected, used and stored in compliance with the *Information Privacy Act 2000* (Vic) and the *Information Privacy Principles* in that Act.
10. 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). In addition, the

Promoter reserves the right to request the winner to provide proof of identity, age and proof of residency at the nominated prize delivery address. Identification considered suitable for verification is at the discretion of the Promoter.

11. The Promoter reserves the right, absolutely, to disqualify any entrant who submits an entry that the Promoter considers is not in accordance with these Terms and Conditions, including where an entry is inconsistent with Aboriginal Rethink Sugary Drink campaign messages as set out on [rethinksugarydrink.org.au/koori](http://rethinksugarydrink.org.au/koori) website.
12. The Promotion commences on 11/10/17 and final entries close midnight on 22/10/17. All times stated in these Terms and Conditions are based on Melbourne time.
  - a) To enter, individuals must, post a selfie of themselves drinking water with the hashtag #DrinkWaterUMob to the VACCHO Facebook or twitter page and tag two mates to then post a selfie drinking water. Funny and creative entries are encouraged.
13. The promotional flow and the relevant start and close times for judging are outlined in the table below. The winners will be announced via VACCHO Facebook webpage on the date outlined below.

<b>Prizes</b>	<b>Entries start</b>	<b>Entries close</b>	<b>Judge</b>	<b>Date of judging</b>
5 weekly prizes of a #DrinkWaterUMob gift pack including promotional items and \$30 iTunes gift card	11/10/17	22/10/17	VACCHO Competition Panel	17/10/17 and 23/10/17
Grand Prize – \$250.00 Rebel Sport voucher	11/10/17	22/10/17	VACCHO Competition Panel	23/10/17

14. If a prize is not available at the date the prize winners are announced, the Promoter reserves the right to substitute the stated prize with a prize of comparable value.
15. Winners will be notified via VACCHO Facebook within three days of the judging date, specified above.
16. Incomplete or indecipherable entries will be deemed invalid.
17. One entry is permitted per entrant, in accordance with entry requirements.
18. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to request and obtain proof of the identity of the entrant.
19. Entries will be judged by the competition panel at VACCHO. The VACCHO Competition Panel will comprise of one member of the VACCHO Nutrition team and two other VACCHO staff. All members of the panel must declare all conflict of

interest with any entries. Where conflict of interest exists, a panel member may be replaced for that week's judging.

20. This is a game of skill, chance plays no part in determining the winners, and all entries that are not otherwise excluded from consideration under these terms will be judged.
21. Entries will be judged by the VACCHO Competition panel according to the following criteria:
  - a. Originality
  - b. Creative merit
  - c. Effective promotion of the #DrinkWaterUMob message of drinking water instead of sugary drinks
22. The Competition Panel may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
23. The Promoter's decision is final and no correspondence will be entered into.
24. If for any reason a winner does not contact VACCHO to claim their prize by 31<sup>st</sup> October 2017, then the prize will be allocated to the next best entrant as assessed by the judging panel.
25. If any prize (or part of any prize) is unavailable for any reason, the Promoter, in its absolute discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
26. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. On-selling of prizes is not permitted.
27. When an entrant submits any materials via the Promotion including comments, photos and images ("Content"), intellectual property subsisting in the Content vests in the Promoter and the Promoter may use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.
28. Entrants warrant and agree that:
  - a) they will not submit any Content that is unlawful or fraudulent, or that breaches any intellectual property, privacy, publicity or other rights of any person, or is defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin, sexual orientation, disability or gender, or is not suitable for children aged under 15, or is otherwise unsuitable for publication;
  - b) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein;

- c) their Content shall not contain viruses or cause injury or harm to any person or entity; and
  - d) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems in Australia.
29. The Promoter may remove any Content without notice for any reason whatsoever, including where content is objectionable in the ways described in sub para 21(a) above.
30. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner/s (including photograph, film and/or recording of the same) in any media for a period of three months from 11<sup>th</sup> October 2017, without remuneration, for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
31. 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 modify, suspend, terminate or cancel the promotion. Notice of cancellation will be communicated via the VACCHO Facebook.
32. 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.
33. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter in respect of any loss incurred as a result of the entrant's breach of any of the above terms.
34. To the extent permitted by law, the Promoter is not responsible or liable for loss to any person that arises out of:
- a) purported entries that are not received for any reason whatsoever
  - b) the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any Website
  - c) unauthorised human intervention in any part of the competition
  - d) any damage to persons or property, including to the participant's or any other person's computer related to, or resulting from, participation or downloading any materials in this competition.
  - e) Injury or loss sustained to any persons or property in the course of participating in any activity won as a prize.

35. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.