

YEAR OF OUTBACK TOURISM

EVENTS PROGRAM

Round one social media competition

Version 1 (Updated 15/05/19)

Terms and Conditions

1. This Queensland Government Year of Outback Tourism Events Program round one social media competition ("**Competition**") is conducted by the State of Queensland acting through the Department of the Premier and Cabinet ABN 65 959 415 158 of 1 William Street, Brisbane, QLD, 4000 ("**State**").
2. All Competition entry instructions, requirements and prize information published by the State and publicly available at <https://events.premiers.qld.gov.au/outback> form part of these Terms and Conditions ("**Terms and Conditions**").
3. Persons accept these Terms and Conditions by participating in this Competition.

How to enter and eligibility

4. This Competition is only open to individuals who:
 - a. reside in Queensland;
 - b. as at Wednesday 15 May 2019 are aged 18 years or over; and
 - c. make or have an Instagram and/or Facebook account ("**Entrant**").
5. This Competition commences on Wednesday 15 May 2019 and closes at 9pm on Sunday 30 June 2019 ("**Entry Period**").
6. To enter the Competition, the Entrant must during the Entry Period comment on the Instagram or Facebook post with which Year of Outback Tourism event they would attend and who they would most like to take with them, in 25 words or less.
7. For the Entry to be eligible for a Prize ("**Eligible Entry**"), the Entry must:
 - a. not be an Entry submitted by State employees, third parties or contractors directly involved in the administration of this competition or their immediate families;
 - b. be an Entry submitted by an individual, not a business page (including businesses run by an individual);
 - c. not be an Entry submitted by an individual whose Facebook or Instagram page contains unlawful, defamatory, racist or otherwise offensive or inappropriate material as determined by the State in its sole discretion; and
 - d. comply with these Terms and Conditions.
8. An Entrant whose Facebook or Instagram page is restricted by privacy settings may be requested by the State to provide the State with access to their page to assess eligibility requirements.



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9. Entrants can enter only one (1) time per platform (Facebook and Instagram) in this Competition. If more than one entry is submitted per platform, the State will accept the first entry only.
10. Entries must be submitted personally via Instagram or Facebook. The State may reject an Entry if, in the State's opinion, the Entry has been submitted using an automated service or competition entry service.
11. There is no fee payable to the State to enter this Competition. The Entrant acknowledges that internet connection and usage costs may be payable to the Entrant's service provider. The Entrant is responsible for any such costs.
12. The State may, at any time, verify to the State's satisfaction, the eligibility of the Entrant or Entry. The Entrant must provide such information as the State in its absolute discretion requires to verify eligibility.

Entry content

13. Any material submitted as part of the Entry, including comments ("**Material**"), must not contain unlawful, defamatory, racist or otherwise offensive or inappropriate material as determined by the State in its sole discretion.
14. The State may, at any time and in its absolute discretion, accept, reject or remove any Entry that it considers is inappropriate, will bring the State or this Competition into disrepute, is not an Eligible Entry, or is in breach of the Terms and Conditions.
15. The Entrant warrants that he/she is the owner of the copyright in any Material submitted as part of the Entry and the submission of any Material does not give rise to any infringement, or unauthorized use, of any third party intellectual property rights. Entrants agree to indemnify the State against all costs and claims by third parties arising from a breach of this warranty.
16. The Entrant warrants that the Entry and Material submitted as part of the Entry, will not contain the personal information of third parties.
17. The Entrant acknowledges that he/she is responsible for the content of the Entry, including any Material submitted, and the State shall not be liable in any way for such content to the full extent permitted by law and the Entrant indemnifies the State against all costs and claims by third parties arising from such content and Material.

The prize

18. One (1) prize will be awarded to one Entrant, who has submitted an Eligible Entry, picked at random. The State may request documentation proving age and residency, to ensure the winning Entrant is eligible.
19. The winning Entrant will receive a prize package for two valued at up to \$3682 (inclusive of GST) which includes:



- a. Return economy airfares to Mount Isa from Brisbane (departures leave Brisbane on Sunday or Thursday only, and return from Mount Isa on Thursday or Monday only)
 - b. Return airport transfers in Mount Isa
 - c. One night accommodation at Ibis Styles Mount Isa Verona in a standard Queen room
 - d. Transfers from Mount Isa to Adels Grove
 - e. 3 day Adels Grove package including:
 - i. 2 nights of 3 star accommodation at Adels Grove
 - ii. 3 breakfasts, 2 lunches and 2 dinners
 - iii. A half-day tour of Boodjamulla National Park
 - iv. Harry's Hill Sunset tour including wine and cheese
 - v. Cruise through Lawn Hill Gorge
 - vi. Tour of the World Heritage listed Riversleigh Fossil Fields
 - vii. All National Park fees
 - f. 1 night accommodation at ibis Styles Mount Isa Verona in a Standard Queen room.
20. The travel must occur within 10 June – 24 October 2019 (with the last Adels Grove tour departing Mount Isa on 21 October 2019) but cannot occur within the block out dates of 26–28 July 2019 and 7–11 August 2019.
21. The prize is subject to terms and conditions put in place by Ibis Styles Mt Isa Verona, North West Tours, the airline and other suppliers, which will be made available to the winner. The prize must be used according to these terms.
22. The prize is not transferable or exchangeable and is not redeemable for cash.
23. Any additional costs associated with redeeming the prize are not included, such as additional travel expenses.
24. If the prize is unavailable for any reason, the State may, in its absolute discretion and without notice, substitute the prize with another prize of equal or higher value as determined by the State to be reasonable.

Winner's selection

25. This Competition is a game of chance. The winner will be randomly selected by the State during business hours on Thursday 4 July 2019.
26. The winning Entrant will be notified via their Instagram and/or Facebook account within 24 hours of the draw being completed. It is the Entrant's responsibility to ensure that their Instagram and/or Facebook account remains active to enable the State to contact the Entrant if they win.
27. The winning Entrant must claim the prize by 5pm on Wednesday 10 July 2019. If the prize is not accepted via acceptance email to outbackevents@premiers.qld.gov.au by



this date, it will be forfeited and no substitute or compensation will be provided and the winner will not have any claim whatsoever against the State.

28. If the winning Entrant cannot be contacted, a winning Entry is found to be ineligible or in breach of these Terms and Conditions, or a winner does not follow the State's instructions to claim the Prize by 5pm on Wednesday 10 July 2019, the State will deem the prize as unclaimed (and forfeited) and select another winning Entrant. This process will be repeated if required.
29. Upon accepting the prize, the winning Entrant's details will be announced on the State's Instagram Page (<https://www.instagram.com/qldgo>) and Facebook page (<https://business.facebook.com/QueenslandGovernment>).
30. By accepting the Prize, the winning Entrant agrees to:
 - a. participate in promotional activities (such as publicity, photography and posting content on social media) in relation to this competition and the winning Entrant's use of the Prize ("**Promotional Activities**") as reasonably requested by the State; and
 - b. the State publishing their name, Entry, image and any content created by the winning Entrant for Promotional Activities on the State's social media accounts, websites, in media releases and for Promotional Activities.

Privacy

31. The Entrant acknowledges and agrees that:
 - a. their personal information will be collected by the State for the purpose of administering the Competition and arranging for the prize to be provided to the winning Entrant; and
 - b. their Entry (including their name and Facebook / Instagram profile picture) may be displayed on the State's website www.qld.gov.au/outback as part of an embedded Facebook or Instagram post.
32. The Entrant warrants that their Entry only contains personal information of persons who have consented to (or where the person is under the age of 18 years, their appropriate adult has consented to) the submission of the Entry in this Competition and the State's use of the Entry in accordance with these Terms and Conditions.
33. The winning Entrant acknowledges and agrees that the State may disclose their name and contact details to the supplier of the prize for the purposes of facilitating the delivery of the prize.

General

34. This Competition is in no way sponsored, endorsed, administered by or associated with Instagram or Facebook. In conducting this Competition, the State in no way sponsors, endorses or is associated with Instagram, Facebook, Ibis Styles Mt Isa Verona, North West Tours or any other party associated with delivery of the prize.



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35. The Entrant and the State will be subject to the terms and conditions of Instagram and/or Facebook which may allow unrestricted use and modification of the Entry including the Material contained in the Entry. The State gives no warranties that it can or will seek to control how personal information contained in the Entry or Material is subsequently used or modified by third parties.
36. The Entrant completely releases Instagram and/or Facebook from any claims, demands, liability, damages and causes of action, losses, costs or expenses, in relation to this competition including, without limitation, the supply of the prize.
37. If this Competition 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 State, the State may, in its absolute discretion and to the fullest extent permitted by law, modify, suspend, terminate or cancel this competition.
38. The State may vary or amend these Terms and Conditions at any time, whether during or after the Entry Period.
39. To the full extent permitted by law, the State is not liable for any injury, damages, expenses or loss whatsoever (including but not limited to indirect or consequential loss) to persons or property by reason of any act or omission, deliberate or negligent, by the State, or its officers and agents in relation to this Competition, including without limitation, the supply of the prize.
40. To the full extent permitted by law, the State is not liable, and will not pay compensation, for any injury, damages, expenses or loss whatsoever (including but not limited to indirect or consequential loss) to persons or property by reason of:
 - a. the prize being lost or stolen; or
 - b. the winning Entrant being unable to use the prize; or
 - c. the winning Entrant's acceptance and/or use of the prize.
41. No person shall be entitled to claim compensation or loss from the State in relation to this Competition including, without limitation, a failure by the State to comply with these Terms and Conditions.
42. The State's decision in relation to any aspect of this Competition is final and binding on the Entrant and no correspondence will be entered into. Failure by the State to enforce any of its rights at any time does not constitute a waiver of those rights.
43. These Terms and Conditions are governed by the laws of Queensland.

