

Competition Terms and Conditions

Promotion Schedule:

A.	Event:	Australian Heritage Festival 18 April – 20 May 2018
B.	Eligible Entrants	Visitors who are 18 years and over and are in attendance at any event registered with the National Trust of Australia (Victoria) as part of the 2018 Australian Heritage Festival
C.	Promotion Period	Entries Open: 10:00am, 31 March 2018 Entries Close: 4:00pm, 31 May 2018
D.	How to Enter:	During the Promotion Period, Eligible Entrants must upload a photo on Instagram while attending a 2018 Australian Heritage Festival event registered with the National Trust of Australia (Victoria) between 31 March and 31 May 2018. The photo uploaded to Instagram must tag @nationaltrustvic and @australianheritagefestival and use the following hashtags #nationaltrustvic #AHF2018 #MyCultureMyStory. It is the responsibility to Eligible Entrants to ensure that their profile isn't set to private. Each photo represents one entry and Eligible Entrants may enter as many times as they like.
E.	Draw Details:	The winning entrant will be selected by the 2018 Australian Heritage Festival Victorian Team at the National Trust of Australia (Victoria) head office, Tasma Terrace, East Melbourne on Friday 8 June 2018.
F.	Prize/s:	1 x 1 year Household Membership to the National Trust of Australia (Victoria) valued at up to \$130.00
G.	Redraw (if unclaimed):	Friday 6July 2018 at the National Trust of Australia (Victoria) head office, Tasma Terrace, East Melbourne.
H.	Permit Number (if applicable)	N/A



Promotion Terms:

- These Promotion Terms and the Promotion Schedule provide information on prize/s and how to
 participate and together form the Terms and Conditions of Entry. By participating in this Promotion
 you agree to be bound by these Terms and Conditions of Entry the Promoter's Event Terms and
 Conditions that apply to this Promotion located at
 https://www.nationaltrust.org.au/ahf/vic/instagram-competition/
- 2. Capitalised terms not defined in these Promotion Terms and Conditions will have the same meaning set out in the Event Terms. To the extent of any inconsistency between the Promotion Terms and the Promotion Schedule, the terms of the Promotion Schedule will prevail.
- 3. The Promoter is National Trust of Australia (Victoria) (ACN 61 004 356 192) of 6 Parliament Place, East Melbourne, VIC 3002.
- 4. Entry is only open to Eligible Entrants listed at Item B ("Eligible Entrants", "entrant"). Employees, committee members and other representatives of the Promoter and organisations involved in sponsoring or conducting this Promotion (and any individuals so involved) are ineligible, as are members of their immediate families and households.
- 5. To enter the Promotion, Eligible Entrants must follow the instructions detailed under Item D.
- 6. Incomplete, illegible or photocopied entries will be deemed invalid. The Promoter accepts no responsibility for lost, late or misdirected entries. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process. The entrant is responsible for giving their own official entry card to the 2018 Australian Heritage Festival event organisers and it is not the responsibility of the Promoter or any third party to ensure that a person is entered into the Promotion.
- 7. The winning entrant will be announced on Friday 8 June 2018. If the winning entrant is not able to be contacted, does not claim the Prize within 28 days of the prize draw or is ineligible to claim the Prize pursuant to clause 6, the Promoter, will redraw the Prize in accordance with Item G, and award the unclaimed prize to the next eligible entrant (the "alternate winner"). If the alternate winner is not able to be contacted, or does not claim the Prize within 7 days of the redraw, the Promoter, in its sole discretion, will forfeit the Prize and no substitute will be offered. Winners of the drawn prize(s) are determined by chance. Skill plays no part in determining the winner. If the prize is not available for collection at the Venue, the prize will be delivered to or collected by the prize winner by the date agreed between the winner and the Promoter.
- 8. Prizes will be awarded to the person named in the entry via Instagram. The Promoter reserves the right to require the prize winner to provide proof of age, identity and residency. Identification considered suitable for verification is at the discretion of the Promoter and the Promoter reserves the right to disqualify any person who fails to provide the required information or provides false information.
- 9. It is a condition of accepting the Prize that a prize winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize(s).



- 10. Once a prize has been claimed by the winning entrant ("prize winner") and has been collected from the Venue, or if arranged between the Promoter and the winning entrant, has been delivered or collected from the Promoter's premises, the Promoter takes no responsibility for the prize being damaged, delayed or lost in transit.
- 11. If the prize(s) is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. To the extent of any inconsistency, the terms and conditions of the prize supplier will prevail over these Terms and Conditions of Entry.
- 12. The total maximum prize value is correct at the time of printing. The Promoter is neither responsible nor liable for any change in the value of prize occurring between the printing date and date the prize is claimed. All prize values are in Australian dollars. The prize is not transferable, exchangeable or redeemable for cash.
- 13. If a prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value, subject to any written directions from the lottery authorities.
- 14. Prize winners are advised that tax implications may arise as a result of accepting their prize. The Promoter is not responsible for such tax implications and prize winners should seek independent financial advice where necessary.
- 15. Unless otherwise specified, if a prize includes a travel, accommodation or an experience (including such as tickets to an event or amusement) component, that prize will be valid for one year from the date of the draw or/ by the date specified on the voucher or other document recording the entitlement to the Prize and are subject to the terms and conditions of the prize supplier.
- 16. Redemption of travel, accommodation and experience prizes are subject to availability at the time of booking and any additional ticketing requirements are at the expense of the prize winner.
- 17. If it is specified that a prize must be taken on a specific date or during a specific time frame and the prize winner is unavailable or unable to partake in the prize during such periods, that prize will be forfeited in full and no substitute prize or compensation will be offered. In these circumstances, the Promoter may, at its sole discretion, redraw that prize.
- 18. All ancillary costs and expenses (including transfers, transport accommodation, insurance, food, beverages, entertainment and spending money) in taking such prizes are the responsibility of the prize winner (unless expressly stated).
- 19. When taking travel prizes, it is the responsibility and expense of the prize winner and their guests to ensure that prior to travelling, their personal documentation (including but not limited to passports, visas etc) is valid, they have undertaken any required health checks and/or immunisations and they have checked for travel warnings and any perceived hazards with appropriate authorities. Any expenses incurred as a result of not meeting such requirements are the sole responsibility of the prize winner and their guest.
- 20. Where a prize includes liquor, the Promoter supports the responsible service of alcohol, and may at its sole discretion refuse to award any alcohol-related prize if it would breach any relevant laws or codes



- including those relating to the responsible service of alcohol, or if the Promoter determines in their absolute discretion, that the winning entrant is not in the physical or mental condition necessary to be able to safely participate in or accept the prize.
- 21. Where the prize is a Gift Card, these Gift Cards are to be used for the purchase of goods and services at stores in Australia. Gift Cards are treated like cash. Lost or stolen Gift Cards will not be replaced or refunded. Gift Cards cannot be used for the payment of credit or store accounts. Gift Cards are not redeemable for cash and cannot be exchanged. Gift Cards expire one year from the issue date. Any unused amount after the expiry date of the Gift Card will not be refunded or credited. Gift Cards are not reloadable.
- 22. By accepting their prize, each prize winner acknowledges and consents to participating in promotional activities relating to the Prize which may include promotional photograph shoots and media interviews. The Promoter may use all photographs and recorded interviews, including the winner's image, voice, name and other details, without restriction and without further reward or recourse to the winner, in its advertising and promotional materials and official communications in perpetuity and in any media whatsoever.
- 23. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements.
- 24. The Promoter collects personal information from entrants in order to facilitate the Promotion. Entrants' personal information may also be provided to third parties (including prize suppliers) for the purpose of administering this Promotion or providing prizes or to the State and Territory lottery departments as required under the relevant lottery legislation. If the information requested is not provided, the entrant may not be eligible to participate in the Promotion. The Promoter will handle personal information disclosed by the entrant in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth) and the terms of its privacy policy located at http://www.nationaltrust.org.au/privacy-policy/. The entrant agrees that the Promoter may also use personal information for future promotional, marketing and publicity purposes, including keeping the entrant informed of the latest NTAV news, events, promotions and offers. Entrants may access the information that the Promoter holds about them, or request to "opt-out" of any future communications by contacting the Promoter.
- 25. The Promoter will not send, allow to be sent, or assist in the sending of one or more unsolicited commercial electronic messages with an Australian link for purposes of the Spam Act, use or distribute any software designed to harvest email addresses or otherwise breach the Spam Act or the Spam Regulations 2004 (Cth).
- 26. If for any reason this Promotion or the Event is not capable of running as planned, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries and no refund, cash, or alternative tickets will be substituted for failure for the Promotion or Event to run.



- 27. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself (including any negative encounter experienced by the winning entrant including but not limited to cancellation, changes or delays of flights or other transport arrangements, inclement weather or any illness experienced) or failure by the third party to meet any of its obligations in Terms and Conditions of Entry or otherwise.
- 28. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) in connection with this Promotion, or for personal injury suffered or sustained as a result of receiving or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 29. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.