

## NaturallyGC Instagram Competition Terms and Conditions

1. This competition ("Competition") is conducted by the Council of the City of Gold Coast of 10 Karp Court, Bundall, Queensland ("Promoter"). This Competition is in no way sponsored, endorsed or administered by, or associated with, Instagram.
2. Entry to the Competition constitutes acceptance of these terms and conditions. All entry instructions and prize information published by the Promoter form part of these terms and conditions.
3. The Competition is only open to individuals who: (i) are permanent residents of the Gold Coast Local Government Area; and (ii) who have an Instagram account (and therefore need to be 13 years and above); and (iii) who are not employees of the Promoter or any of its related corporations or any of their agencies associated with the Competition; and (iv) if under the age of 18 years, upon the request of the Promoter, provide written consent from their parent or guardian for the individual to enter the Competition and to be bound by these terms and conditions ("Entrant").
4. The Competition commences at 8:00am AEST Wednesday 1/9/2021 and closes at 11:59pm AEST Thursday 30/9/2021. Final Entries must be uploaded and tagged before midnight ("Entry Period").
5. Except as otherwise indicated, all amounts stated in these conditions are stated in Australian dollars.
6. There is no cost to enter the Competition, however internet connection and usage rates may apply. Entrants should obtain details of such costs from their service providers. The Promoter is not and will not be liable for any such costs.
7. Entries must be received during the Entry Period. The Promoter takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected entries or for any delays or failures in any telecommunications service or equipment.
8. The Promoter may, at its absolute discretion, declare an Entry made by an Entrant invalid if the Entrant tampers with the entry process, benefits from such tampering or submits an Entry that is illegible, incomplete or not in accordance with these terms and conditions. Errors and omissions may be accepted at the Promoter's discretion.
9. Multiple entries are accepted as long as the Entrant has met all the entry criteria on each submission.
10. At the conclusion of the Entry Period there will be 4 winners. Three (3) Entries will be selected as the Prize winners of the Competition for the categories landscape, flora and fauna (i.e. one winner for each category) (the "Winner"), by a panel appointed by the Promoter at the Promoter's sole discretion. A further one (1) Entry will be awarded People's Choice (judged via public through Facebook). Each Entry will be judged on creative merit. As such this Competition is a game of skill; chance plays no part.
11. The Winners shall be announced on Saturday 9 October 2021 via the Promoter's social media accounts including Facebook, Twitter and Instagram. The Promoter's decision is final and binding upon all Entrants and no correspondence will be entered into. Entrants who are not winners will not receive any notification at all. The Winners shall be notified via an Instagram post on their winning entry, and it is the responsibility of the Winners to contact the Promoter to claim the prize within forty-eight (48) hours.

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## HOW TO ENTER

### To enter, eligible individuals must:

- a. Upload a photo to Instagram during the competition timeframe of 8:00am AEST Wednesday 1/9/2021 to 11:59pm AEST Thursday 30/9/2021.
- b. Images must showcase the Gold Coast's natural areas which may include but may not be limited to bushland, natural areas, waterways, beaches/dunes, native flora and fauna, hinterland landscapes, waterfalls and bushwalking trails. There are 3 categories for judging and include landscape, flora and fauna followed by a People's Choice featuring the top 10. (Images should not have recognisable people in the photographs)
- c. Image must be taken within the City of Gold Coast local government boundary (**this excludes areas such as Mt Tamborine, Lamington National Park, O'Reilly's and Binna Burra**).
- d. Tag the photo with the hashtag #NaturallyGC2021
- e. Tag @CityofGoldCoast
- f. Your Instagram settings must be on public for the Entry photo to be visible and valid.

These tasks will constitute one Entry. You can make minor digital enhancements to improve your photo whilst maintaining the natural composition of the scene itself.

## PRIZES AND WINNERS

The 3 prize winners will be notified via the Promoter's Instagram account no later than the Saturday October 9, 2021. The prize notification will state the prize that has been won and will include instructions as to how the prize winner is to claim the prize and establish his/her entitlement to it. Each winner must be able to prove to the Promoter's satisfaction, that he/she satisfies the requirements of being an Entrant pursuant to condition 3 of these Terms and Conditions.

The names of the prize winners will be published on the City of Gold Coast Facebook page within 48 hours of the prize being won.

Each winner will forfeit the prize if s/he does not claim the prize by contacting the Promoter within forty-eight (48) hours of it being made available for his/her collection.

### Prizes

There are some fantastic prizes to be won with a total value of \$800

#### Landscape photo prize

\$ 200 voucher for Camping Plus, Labrador  
Total value \$200

#### Flora photo prize

\$ 200 voucher for Bentleys Camera House, Robina  
Total value \$200

#### Fauna photo prize

\$ 200 voucher for Gold Coast Tourist Parks  
Total value \$200

#### People's Choice photo prize

\$ 200 voucher for HOTA (Home of the Arts)  
Total value \$200

**Total prize value \$800**

### General

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Entrants agree that they are fully responsible for the Content they submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove any Content without notice for any reason whatsoever. Entrants warrant and agree that: (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, discriminatory, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (b) they will obtain prior consent from any person or property that appears in their Content; (c) 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; (d) their Content shall not contain viruses or cause injury or harm to any person or entity; (e) they will comply with the terms and conditions of use as required by Instagram; and (f) 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. Without limiting any other terms herein, the Entrant indemnifies the Promoter for any loss, damage or claim suffered by the Promoter or by any third party arising from a breach of these terms.

If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Competition.

The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any Entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise, (ii) any theft, destruction or unauthorized access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition; (iv) any incorrect or incomplete information which may be communicated in the course of the administering this Competition (whether as a result of one of the foregoing causes or otherwise); (v) any delay in delivery, or failure of safe delivery of the prize.

### **Release for Promotional Activities**

The Winner agrees that the Promoter may post the Winner's entry on the City of Gold Coast's own Instagram account and tagging winning entrant, plus promoting on City of Gold Coast Facebook and Twitter accounts.

The winning images may feature in the 2022/23 NaturallyGC booklet (with credit to photographer) and maybe used to promote the program or future NaturallyGC photo competitions. The top 4 images will be contacted to seek permission to utilise high resolution images for the purposes of promoting NaturallyGC and the City of Gold Coast's natural areas at the photographer's discretion.

### **Exclusion of Liability**

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 Promoter, 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 any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

Any cost associated with accessing Instagram and mobile applications is the Entrant's responsibility and is dependent on the Internet service provider used. The use of any automated 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.

All Entrants enter the Competition at their own risk and the winners accepts the prizes at his or her own risk. To the full extent permitted by law, the Promoter, its associated companies and agencies and any of their personnel (the "Relevant Parties") exclude all liability for and Entrants indemnify the Promoter in respect of, any loss (including damage, claim, injury, cost or expense) which is suffered or incurred by any Entrant in connection with the Competition or prize.

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### **Personal Information**

Where an Entrant provides personal information to the Promoter, noting that the Entrant's participation in the competition is voluntary, the personal information will be used by the Promoter to administer the competition in accordance with these terms and conditions. Entrant's personal information will be stored securely and except as provided for in these terms and conditions, will not be given to any other person or agency unless you have given us permission or we are authorised or required by law.

The collection, use and disclosure of all personal information will be handled in accordance with the Information Privacy Act 2009 and the Promoter's privacy policy which is available at:

[http://www.goldcoast.qld.gov.au/documents/bf/Information\\_Management\\_and\\_Information\\_Privacy\\_Policy.pdf](http://www.goldcoast.qld.gov.au/documents/bf/Information_Management_and_Information_Privacy_Policy.pdf).