

## TERMS AND CONDITIONS

### PARTICIPATION

1. This competition ("Competition") is conducted by HOORAY! Magazine. (Hooray Pty Ltd) ABN #67 621 504 961 ("Promoter").
2. Entry to the Competition constitutes acceptance of these conditions.
3. The Competition is only open to Eligible Entrants. An "Eligible Entrant" is an individual who, at the time of entry:
  - (i) is a resident of Australia aged 18 years or older (13, with guardian/parent consent)
  - (ii) is not an employee of the Promoter or any of its related corporations or any of their agencies associated with the Competition; and
  - (iii) is not a spouse, de-facto spouse, parent, child or sibling (whether full, half, step or by adoption) of such an employee.
4. Competition entry opens at time and date of the Instagram post, and closes at time and date of 9:00 PM on Wednesday 6 March 2019. All times and dates are times and dates in Australian Eastern Standard Time (AEST).

### ENTRY

5. To enter, an Eligible Entrant must have a current Instagram Account and follow the entry instructions in these conditions.
  - (i) The "Entry Period"
    - a. Entry Opens Time: 9:00 PM
    - b. Entry Opens Date: 6/03/2019
    - c. Entry Closes Time: 11:59 pm (AEST)
    - d. Entry Closes Date: 13/03/2019
6. All entrants must ensure that their entries are posted online during the Entry Period. All entrants must follow @hooraymag, @sjbridesmaid\_ and enter by commenting as directed in image post. The Promoter takes no responsibility for any late entries or for any delays or failures in any telecommunications service or equipment.
7. This is a game of skill and chance plays no part in determining the winners. The winner will be chosen by HOORAY Pty Ltd. The winner will be notified by a direct message from HOORAY! Mag through Instagram.
8. An Eligible Entrant may enter the Competition unlimited times within the competition period.
9. All entrants must ensure that their entry is received by the Promoter during the Entry Period.



The Promoter takes no responsibility for any late or misdirected entry or for any delays or failures in any telecommunications service or equipment.

10. The Promoter may, at its absolute discretion, declare any or all entries made by an entrant invalid if the entrant:

- (i) fails to establish their entitlement to enter the Competition to the Promoter's reasonable satisfaction; or
- (ii) fails to produce items as required by condition nine (9) or produces items that, in the Promoter's reasonable opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
- (iii) in the Promoter's reasonable opinion, tampers with the entry process or benefits from such tampering; or
- (iv) in the Promoter's reasonable opinion, submits an entry which is not in accordance with these conditions.

11. Any costs associated with accessing the Competition Website are the responsibility of the person seeking access and are dependent on the internet service provider used.

12. Eligible Entrants must make their internet entries manually using the Instagram app. The Promoter may reject internet entries if it reasonably forms the opinion that they have been entered using automated entry means or by use of a competition entry service.

## **WINNER AND PRIZE**

13. The Promoter's decision is final and no correspondence will be entered into.

14. If for any reason a winner does not take a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

15. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.

16. Total prize pool value is \$1,700. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

- (i) There will be one winner selected. The winner will receive a prize of up to five dresses from the Shona Joy Wedding Edit, valued at up to \$1,700.

17. Each winner will be required to provide the Promoter with details requested by the promoter to redeem their prize before 31/3/2019.

18. A right to receive the prize is not transferable or exchangeable and cannot be taken as a



monetary payment

## **INSTAGRAM**

19. The Competition is in no way sponsored, endorsed, administered by, or associated with, Instagram.

20. By entering the Competition, each entrant releases Instagram from any and all liability to the entrant arising in any way from the conduct of the Competition.

21. All information provided by a Promotion entrant is provided to the Promoter and not to Instagram.

## **GENERAL**

22. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way by a cause outside the reasonable control of the Promoter (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, tampering, computer bugs or viruses or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Competition, subject to the approval of the authorities that have issued permits for its conduct.

23. 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).

24. Caution: any attempt to cause damage to any website or the information on any website associated with this promotion or to otherwise undermine the fair and legitimate operation of this competition may be a violation of criminal and civil laws. The promoter reserves the right to seek damages to the fullest extent permitted by law in the event that any such attempt is made, whether or not that attempt results in any such damage, interference or undermining.

25. All of the Promoter's decisions are final and no correspondence will be entered into.



26. To the full extent permitted by law, the Promoter, its associated companies and agencies and all those entities' personnel (the "Relevant Parties") exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Eligible Entrant in connection with the Competition or prizes, including:

- (v) any indirect, economic or consequential loss;
- (vi) any loss arising from the negligence of a Relevant Party;
- (vii) any liability for personal injury or death. Nothing in these conditions is intended to exclude, restrict or modify an entrant's rights under the Competition and Consumer Act 2010.

27. If any provision of these conditions is unenforceable for any reason, it will be severed and the remaining provisions will remain in full force and effect.

28. Entrants' personal information will be collected by or on behalf of the Promoter to enable it to administer the Competition and publicise its winners and, if an entrant consents, may be used to market its products to the entrant. The personal information of the winner may be provided to others assisting in the conduct of the Competition, including the Competition administrator, prize suppliers and deliverers, and to regulatory authorities. Persons may contact the Promoter by post at the address stated in condition 1 to request access to, or corrections of, any of their collected personal information that is held by the Promoter. If an entrant does not provide accurate personal information the Promoter may determine that they are not eligible to win a prize.

29. As per the ACT Gambling and Racing guidelines, promotion permit is not required for a game of skill. This trade promotion is established to be exempt from requiring a permit.

