

Destination Melbourne "Melbourne Now – #melbournebrunch Instagram Competition" Promotion Terms & Conditions

By entering the "Melbourne Now – #melbournebrunch Instagram Competition" promotion, you are agreeing to the following terms and conditions:

STANDARD TERMS

1. Information on how to enter forms part of the terms of entry.

WHO CAN ENTER

2. Subject to clauses 3 and 4 entry is open to all residents of Victoria, Australia.
3. Employees and their immediate families of Destination Melbourne and their associated agencies and companies are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether by natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
4. Entrants under the age of 18 years must obtain the prior permission of a parent or guardian over the age of 18 years before entering the competition.

WHEN TO ENTER

5. The competition commences on Saturday 1 December 2018 at 00:00 (AEDT) and concludes on Thursday 31 January 2019 at 23:59 (AEDT) ("the Competition Period"). Entries must be received by the Promoter by the competition close date and time above.

HOW TO ENTER

6. In order to enter the competition, entrants must:
 - + Take a picture of your favourite Melbourne brunch
 - + Upload the picture to Instagram between 1 December 2018 and 31 January 2019
 - + Include #brunchclub and #melbournenow in the post
 - + Follow @melb_now to find out if you are our lucky winner
7. Entrants are able to submit more than one entry.
8. Entrant's Instagram page must be set on public.
9. Only photos taken at restaurants or cafes in metropolitan Melbourne are eligible for entry.

PRIZE

10. There is 1 major prize package on offer:
 - + Overnight stay at Adelphi Hotel in a Comfy King Room including two welcome drinks on arrival and a late 12pm check-out.
 - + Rice Paper Sister \$150 dinner voucher
 - + Higher Ground \$75 dining voucher
 - + Two SEA LIFE Melbourne Shark Dive Xtreme Experience passes
 - + Eureka Skydeck double pass

TOTAL PRIZE POOL is valued at \$1174

11. Validity of the prizes cannot be extended and prizes cannot be used in conjunction with any other offer. The prizes are subject to terms and conditions as specified on the vouchers and as stated by the organisation issuing the voucher, and not limited to those specified on the voucher.
12. Overnight stay at Adelphi Hotel in a Comfy King Room including two welcome drinks on arrival and a late 12pm check-out is valid until 20 November 2019. Prize can be redeemed Sunday to Thursday nights only. Not redeemable for cash. Entitlements are for 2 guests. Additional guests will incur additional charges. Voucher to be presented at reception on arrival at hotel. Subject to availability.
13. Rice Paper Sister \$150 dinner voucher is valid until 12 May 2019. Not transferable for cash alternative. Use up to manager's discretion. Must be used all in one transaction.

14. Higher Ground \$75 dining voucher is valid until 20 November 2019. Voucher can be redeemed against food and beverage spend. Please treat this voucher like cash. Voucher will not be replaced if lost/stolen and is not refundable or exchangeable for cash. It will not be extended past its validity date. Any unused amount will be forfeited.
15. Two SEA LIFE Melbourne Shark Dive Xtreme Experience passes are valid for use until 1 September 2019. Must be aged 15+ years, able to speak English (for health and safety reasons), able to lift and walk with approximately 35kg, and be in good health. Must pass medical declaration to participate. Advance booking required. Not transferable for cash alternative.
16. Eureka Skydeck double pass is valid until 31 July 2019. No transferable for cash alternative.
17. The winners will need to make contact with or visit businesses directly to book/redeem their prizes.
18. All components of the prizes are subject to availability at the time of booking.
19. Accommodation, spending money, meals, insurance, items of a personal nature and all other ancillary costs are not included unless otherwise stated as part of each prize package.
20. A credit card imprint or cash deposit may be required at check in to hotel for all incidental charges.
21. The prizes must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. If a winner is unable to satisfy these terms and conditions or a prize is not utilised or able to be taken within the specified timeframe, the prize will be forfeited by the winner and cash will not be awarded in lieu.
22. The prizes are not transferable, exchangeable, refundable or redeemable for cash. In the event that any prize item is unavailable, the Promoters reserve the right to substitute a prize or item of equal or greater value. Any taxes (other than GST, if any) which may be payable as a consequence of a winner receiving the prize are the sole responsibility of the winner.
23. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the promotion, including but not limited to being interviewed and photographed. The winners grant the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winners will not be entitled to any fee for such use.
24. The winners agree that they will not sell or otherwise provide their story and/or photographs to any media or other organisation. The customer undertakes to be personally liable to observe these terms and conditions.

HOW TO WIN

25. Each entrant who has entered the competition over the Competition Period and registered all details in accordance with clauses 2 to 9 will be entered into the prize draw. All draws will take place at Destination Melbourne, Level 12, 50 Queen Street, Melbourne VIC 3000 on Friday 1 February 2019 at 11:00am (AEDT)
26. This is a game of skill, and chance plays no part in determining the winner. Each entry will be individually judged based on creative merit of the photo uploaded.
27. At the conclusion of the competition period, one winner will be chosen. The winner will be announced on the @melb_now Instagram account within 3 days of the draw.
28. The winner must send a direct message to the @melb_now Instagram account to claim their prize. If the winner does not respond within 14 days of being notified, then the winner's prize will be forfeited and Destination Melbourne shall be entitled to select another winner in accordance with the process described above (and that winner will have to respond to notification of their win within 14 days or else they will also forfeit their prize). If a winner rejects their prize or the entry is invalid or in breach of these Terms and Conditions, the winner's prize will be forfeited and Destination Melbourne shall be entitled to select another winner.
29. The winners' details (Instagram handle) will be published at melbournenow.com.au/win/winners for a minimum of 30 days after the conclusion of the competition.
30. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result.

31. The winner must, on request by the Promoters, be able to provide evidence which, to the reasonable satisfaction of the Promoters, demonstrates that the winner is an eligible entrant (as per clause 2, 3 and 4) and has complied with these Terms and Conditions.
32. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

NO LIABILITY

33. The promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrants identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.
34. The entrant licenses and grants the promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their image if it is selected as a winning image for any purpose in any media, without compensation, restriction on use, attribution or liability. Winners agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.
35. The winner consents to the promoter using their name, likeness, image and/or voice (including photograph) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed, and/or supplied by the promoter.
36. The promoter reserves the right to moderate any photos submitted by entrants using a moderation tool.
37. 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, 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 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 agrees to indemnify the Promoter for any breach of the above terms.

38. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoters' ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to State Legislation.
39. Destination Melbourne and associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected entries.
40. Any cost associated with accessing the promotion website is the entrant's responsibility and is dependent on the internet service provider used.
41. Destination Melbourne and associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
 - a. during the draw;
 - b. as a consequence of late, lost or misdirected entries;
 - c. due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person;
 - d. arising from or related to any problem or technical malfunction of any telephone network or lines or mobile communications network related to or resulting from participation in this promotion;
 - e. during the use of the prizes;
 - f. due to circumstances outside the Promoters' reasonable control.

42. Destination Melbourne and their affiliates assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.
43. If, for any reason, this competition is not capable of being conducted as planned, including, but not limited to, due to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoters which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to State Legislation.
44. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees").

PROMOTER'S DETAILS

45. The Promoter is Destination Melbourne (ABN 39 110 657 264) of Level 12, 50 Queen Street, Melbourne VIC 3000.