

**QUT Open Day 2018 Instagram Competition: #qutopenday competition**  
**Terms and Conditions**

**Competition**

1. By entering this Competition, participants agree to be bound by these Terms and Conditions.
2. The Competition will be conducted online at the Promoter's Instagram page **#qutopenday** [www.instagram.com](http://www.instagram.com) during the Competition Period.
3. The **Competition Period** means the period from 9 am AEST on Sunday 29 July 2018 to 11.59 pm AEST on Monday 30 July 2018.

**Eligibility**

4. To participate in this Competition, a participant must:
  - a) attend the QUT Open Day on **Sunday 29 July 2018** at QUT's Gardens Point (city) campus **between 9:00am – 3:00pm AEST**;
  - b) capture a photograph or video recording that represents what they liked best at QUT Open Day;
  - c) upload the photograph or video to Instagram and hash tag it with **#qutopenday** before the Competition Period ends; and
  - d) Follow **@qutrealworld** on Instagram during the Competition period.
5. Current students and employees of the Promoter are ineligible to enter this Competition.
6. A person can submit multiple entries.
7. All photographs or videos uploaded to Instagram pursuant to clause 4 (b) must **not**:
  - a) be unlawful or promote any unlawful activity;
  - b) be considered inappropriate, defamatory, abusive, discriminatory, offensive, obscene, threatening, misleading or hateful (as determined by the Promoter), in its absolute discretion;
  - c) be intended to harass any person or group of people;
  - d) include any personal information of another person or persons (including individual(s) appearing in any photograph or video), unless you have obtained the prior express consent of all individuals appearing in a photograph or video;
  - e) contain any viruses or corrupted files;
  - f) infringe the intellectual property rights of the Promoter or any third party;
  - g) breach, or cause the Promoter to breach, any of applicable Instagram terms or policies;
  - h) contain any advertising and/or promotional material; or
  - i) contain any links to third party websites, goods and/or services.
8. If a Participant is under the age of 18 years, he or she will be deemed to have obtained the permission of his or her parent or guardian to participate in the Competition, and for the Promoter to use his or her entry as set out in these Terms and conditions.

**Judging and prizes**

9. This promotion is a game of skill. Chance plays no part in determining a winning Entry, and all valid entries will be judged based on the originality, inventiveness and creativity of their entry.
10. Two (2) entries will be selected by the Promoter as winners of a Prize.
11. The Promoter will select each prize winner on or about 3.00pm AEDT on Tuesday 31 July 2018 at the QUT Marketing and Communication office, QUT, Victoria Park Road, Kelvin Grove.

12. Each winner will receive the following as prize:
  - a) One (1) x UE BOOM Portable Bluetooth Speaker to the value of AUD\$169.00; and
  - b) One (1) x 1-year Spotify Premium subscription valued at AUD\$143.88
13. The prizes are not transferable, refundable, exchangeable and cannot be taken as cash.
14. The Promoter will use reasonable efforts to notify each prize winner respectively by tagging the prize winners and/or their respective winning entry in a post on the QUT Real World Instagram page and/or by using direct message on Instagram.
15. If despite reasonable efforts, the Promoter is unable to contact a prize winner within five (5) days after the winner is selected, the prize winner forfeits their prize and the Promoter reserves the right to select the next best entry as a replacement prize winner in accordance with these Terms and Conditions.
16. The Promoter may, but is not obliged to, publish the results of the Competition on the QUT Real World Instagram account. Unless otherwise advised by the Participant during the Competition Period, by entering this Competition, the Participant agrees to the Promoter publishing their name and/or competition entry in any media whatsoever, including without limitation on the QUT Real World Instagram page.
17. The Promoter's decision as to the prize winners is final and binding and no correspondence will be entered into in relation to the conduct of the Competition, the prizes, selection of any prize winner or otherwise.
18. If a prize is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute the prize with a prize of the same or similar value and/or specification.

#### **Other General Terms**

19. No responsibility whatsoever is accepted by the Promoter for late, lost, or misdirected entries.
20. Any entry that the Promoter considers in its sole discretion to be an incomplete, indecipherable, or illegible will be deemed invalid and removed from the Competition.
21. The Promoter accepts no responsibility for failure of technological devices, internet connections or server outages, and/or mobile network outages that may occur in relation to attempts by participants to submit the Competition entry form and/or any entries.
22. The Promoter reserves the right, at any time, to verify the validity of entries and participants (including a participant's identity) and to disqualify any participant who (a) does not meet the eligibility requirements; (b) submits an entry that is not in accordance with these Terms and Conditions; or (c) tampers with the entry process. If there is a dispute as to the eligibility of a participant or the validity of an entry, the Promoter reserves the right, in its sole discretion to determine the eligibility of that participant or entry. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
23. If the use of a prize is subject to the terms and conditions of a third party (including validity period), any issue or dispute in relation to those terms and conditions must be directed to that third party. The Participant acknowledges and agrees that the Promoter (a) will not intervene in or resolve any such issue or dispute, and (b) excludes all liability in relation to any such issue or dispute.
24. If this Competition is interfered with in any way or is not capable of being conducted as anticipated due to any reason beyond reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by the law to (a) disqualify any participant; or (b) modify, suspend, terminate or cancel the Competition, as appropriate.

25. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) and Instagram excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition, including but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access, or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged, or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the control of the Promoter; (d) any tax liability incurred by a winner or participant; or (e) use of the prize.
26. Each participant indemnifies and keeps indemnified the Promoter and Instagram against all claims, losses, damages and expenses suffered by the Promoter or any third party arising out of the breach of these Terms and Conditions by the participant, the conduct of the participant in the Competition or the use of any prizes.
27. The manufacturer(s) and/or supplier(s) of the prizes are not participants in, or sponsors of, this Competition.
28. The "**Promoter**" is Queensland University of Technology of 2 George Street, Brisbane, QLD, 4000. ABN 83 791 724 622.
29. The Competition is not sponsored, endorsed, administered by or associated with, Instagram. The participant acknowledges and agrees that: (a) any use of Instagram by the Participant is subject at all times to the terms and conditions of Instagram; (b) the Participant must not inaccurately tag content in connection with this Competition per clause 4(b) and Instagram's terms and conditions; (c) to the maximum extent permitted by law, Instagram excludes all liability, and is hereby released, in respect of all claims, losses, damages, costs and expenses of any kind arising out of or in connection with this Competition; and (d) the Participant releases Instagram.

## **Privacy**

30. Under the *Information Privacy Act 2009* (Qld), the Promoter must tell participants when it collects personal information about them and how it plans to use it. If a participant chooses to enter or take part in this Competition, the participant may be required to provide the Promoter with personal information such as the participant's name, email or mailing address. The Promoter will collect and use the participants' personal information for the purposes of conducting the Competition, and may be used to send information and future promotional communications to the Participant.
31. Instagram may also collect and use the personal information which the participant has provided. Each participant acknowledges that the Promoter has no control over any personal information that is uploaded to any social media platform, including Instagram.
32. A request to access, update or correct any personal information held in connection with this Competition should be directed to the Promoter and/or Instagram as applicable. If a participant would prefer that the Promoter does not use the participant's details in the way outlined in the Terms and Conditions, the participant should contact the Promoter.