

**QUT Open Day 2016 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 AEDT on Sunday 31 July 2016 to 11.59 pm AEDT on Sunday 31 July 2016.

**Eligibility**

4. To participate in this Competition, a participant must:
  - a) attend the QUT Open Day on Sunday 31 July 2016 and photograph or video something that represents what they liked best at QUT Open Day; and
  - b) upload the photo or video publicly to Instagram and hash tag it with #qutopenday during the Competition Period
  - c) 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. The photo or video 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 another person or group of people;
  - d) include personal information (including photographs) of another person or persons, unless you have their express consent;
  - e) contain viruses or corrupted files;
  - f) infringe the Promoter's intellectual property rights or the intellectual property rights of a third party;
  - g) breach any Instagram terms or policies; or
  - h) contain advertising or promotional material.

**The Prize**

8. One (1) entry will be selected by the Promoter as winner of a Prize. The selection will be based on the originality, inventiveness and creativity of their entry.
9. The selection will take place at 3.00 pm AEDT on Monday 1 August at the QUT Marketing and Communication office, QUT, Victoria Park Road, Kelvin Grove.
10. The prize is the winner's choice of one of the following:
  - a) 1 x Polaroid Z2300 Instant Digital camera and accessories valued at \$569.95;
  - b) 1 x GoPro Hero4 camera valued at \$579.00; or
  - c) 1 x Red Balloon voucher valued at \$575.00.
11. If a prize winner is under the age of 18 years, the parent or guardian of that prize winner will be deemed to have given permission for entry into the Competition.
12. The prize is not transferable, refundable, exchangeable and cannot be taken as cash.

13. The Promoter will notify the prize winner by uploading the winner's photo and tagging the winner in a post on the QUT Real World Instagram page or by using direct message on Instagram.
14. If despite reasonable efforts, the Promoter is unable to contact the prize winner within 5 days after the winner is decided, another prize winner will be selected in accordance with these Terms and Conditions.
15. The Promoter will publish the results on the QUT Real World Instagram account.
16. The Promoter's decision as to the winner of the prize is final and binding and no correspondence will be entered into in relation to the conduct of the Competition or otherwise.
17. If a prize is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification.

### **Other General Terms**

18. 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 submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
19. If the use of a prize is subject to the terms and conditions of a third party (including validity period), any dispute in relation to those terms and conditions must be directed to that party and the Promoter has no responsibility for resolving such disputes.
20. 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate.
21. 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 variation in prize value to that stated in these Terms and Conditions (e) any tax liability incurred by a winner or participant; or (f) use of the prize.
22. 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.
23. The "**Promoter**" is Queensland University of Technology, 2 George Street, Brisbane, QLD, 4001. ABN 83 791 724 622.
24. The Competition is not sponsored, endorsed, administered by or associated with, Instagram. The participants agree that Instagram will not be responsible for any claims, losses, damages,

costs and expenses of any kind associated with this Competition and releases Instagram to the full extent permitted by law.

25. Any information provided by the participant in this Competition is being provided to the Promoter and not to Instagram.

### **Privacy**

26. 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, postcode, email address, mobile phone number, citizenship or residency status and study preferences. The Promoter will collect and use the participants' personal information in order to conduct the Competition.
27. Instagram may also collect and use the personal information which the participant has provided. Each participant acknowledges and agrees that its personal information may be collected in accordance with Instagram's privacy policy and the Promoter has no control over the participant's personal information once it is uploaded onto Instagram.
28. A request to access, update or correct any information should be directed to the Promoter. 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.