

**Terms and Conditions
(Skill Based Competition)
Mackay Entertainment and Convention Centre**

General

1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
3. The promoter is Mackay Entertainment and Convention Centre on behalf of Mackay Regional Council - PO Box 41 Mackay Queensland 4740. ABN 56 240 712 069

Who can enter

4. Entry is open to all residents of Mackay except employees and immediate families of the Promoter, associated companies and agencies and participating outlets. Immediate family means any of the following: spouse, ex spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or 1st cousin.
5. All entrants may enter as many times as they like but only two winners will be chosen and the allocated prize be awarded per person as listed in these conditions.
6. Entrants into this competition must be 16 years of age as at the date the competition opens. Proof of age and residency may be required before collecting a prize – this proof must be in the form of legally issued documentation and MECC reserves the right to request further proof for any reason.
7. All entrants under the age of 18 must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter. The release will also require the winners' parent or guardian to accept responsibility for the acts and forbearances of the winner. The release must include the full name, address and telephone number of the winner's legal guardian. Failure to provide such proof, particulars or releases will immediately invalidate the winners' entitlement to the prize, subject to State and Territory legislation.
8. Entrants must not be signed to a representational / management agency nor have done any paid commercial modelling, vlogging or presenting work in the 6 months leading up to the competition open date or during the competition period.

How to enter

9. The Competition may be entered by uploading a video showcasing why you would make the best candidate as the MECC Vlogger through the competition portal on the MECC Official Facebook page or on the MECC website.
10. All video submissions on Instagram must be tagged with: @the_mecc and #MECC30Years to be eligible for entry.
11. This video must demonstrate the Entrant's ability, attitude and style as a vlogger.
12. Entries must include all requested contact details to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries will be deemed invalid. All entries become the property of the Promoter and cannot be returned.

When to enter

13. The competition commences on 1 December 2017 at 4.30pm AEST and closes on 12 January 2018 at 4.30pm AEST.

Finding the Winner

14. The winners will be the best two valid entries as judged by the judging panel from the entries received having regard to skill, creativity and originality, at the Promoter's premises on 15 January 2018.

The Promoter may select additional entries to be used as replacements in the event that the first entrant chosen as a winner cannot satisfy these Terms and Conditions or take a prize.

15. The winners will be notified by phone by 19 January 2018.

16. Winners must be available for a media call / photo opportunity within 2 weeks of notification date.

22. The winners will be featured in across a range of marketing mediums including electronic direct marketing, social media channels, media calls/releases, possible additional printed collateral.

23. Winners' will be published online at themecc.com.au.

24 . Prizes will be sent within 8 weeks.

(i) Winner Prizes

Each of the 2 winners will receive:

- Recognition as one of the two winners of the MECC Vlogger Competition 2018 Season.
- \$500 voucher provided by Garricks Camera House Mackay to buy equipment
- Two tickets to up to 10 selected shows/events at the MECC in 2018 including VIP experiences (if applicable and approved – events selected by Promoter)
- Ongoing mentorship throughout the year from the Sales and Marketing Team
- One Vlog per month uploaded to the MECC YouTube Channel and MECC Social Media platforms Facebook and Instagram.

25. Total prize pool valued at up to \$1200.

26. The prizes are based on recommended retail prices on 02/11/2017. MECC accepts no responsibility for change in prize value between this date and the ultimate prize redemption date.

27. If the Promoter is unable to contact the winner to claim fulfilment of the promotional prize or if the winner is unable to attend any element of the prize, that winner will forfeit the prize in its entirety and it shall be awarded to the next runner up in the promotion. The Promoter will not be liable for a winner who cannot be contacted and therefore forfeits their prize and no correspondence will be entered into.

28. Prize must be taken within 8 weeks of winner notification. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.

29. Prizes are not exchangeable, transferable or redeemable for cash.

30. Apart from those costs stated above, all other costs relating to entering and competing in the Competition are the entrants' responsibility. Finalists and the winners must be accompanied by their parent or guardian to all events if they are under the age of 18.

31. By entering the competition entrants agree and understand that their written entries and/or videos may be used for promotional purposes without any further reference, payment or other compensation to the entrant and/or owner of the video. Entrants under the age of 18 must seek a parent or adult/guardian's permission to send any video to the Promoter to enter a promotion.

32. Each entrant warrants that the video is a genuine and accurate representation and that the video has been taken within three months of the date of submission. The Promoter reserves the right to disqualify any entrant submitting an entry which, in the opinion of the Promoter, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language. All photographs will be reviewed by the Promoter.

DISQUALIFICATION

33. MECC reserves the right to verify the validity of entries.

34. The Promoter reserves the right to disqualify any entrant for breaching the Terms and Conditions of the Competition including, but not limited to, the following:

- i. Submitting an entry that includes material that MECC considers to be objectionable or defamatory;
- ii. Submitting an entry that does not comply with these conditions;
- iii. The entrant has done paid commercial modelling, vlogging or presenting work within 6 months of the start of the competition;
- iv. they (or their parent or guardian for entrants under the age of 18) withdraw their consent to that person being in the Competition;
- v. they have, in the opinion of MECC, engaged in conduct in entering the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the MECC or the Competition;
- vi. the person is engaged in any unlawful or other improper misconduct
- vii. the person is engaged in any misconduct calculated to jeopardise the fair and proper conduct of the Competition; or
- viii. for any other reasonable grounds.

35. Any entrant who has been found to have breached these Terms & Conditions must return all prizes to The Promoter.

Further Terms and Conditions

36. The Promoter reserves the right to amend these Terms and Conditions if this competition cannot be run as originally planned. The Promoter may also cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.

37. The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur; whilst undertaking any travel won on or connected with their entry; in the participation in any prize; as a consequence of late, lost or misdirected mail, email SMS or phone call; 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; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.

38. All entrants must submit ONLY their own original videos, photos and works. Any such answers, designs or works cannot be previously published in any forum worldwide. All entries become the property of the Promoter and cannot be returned.

Entries that are found to have been derived from the designs of a third party will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter.

The winner may be required to sign a statutory declaration regarding the originality of the entry. Without limiting the generality, the Promoter reserves the right to take legal action against anyone found to have breached this term.

The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation are reserved.

39. Any entrant found to have (a) be used any form of software or third party application to enter multiple times (including scripting software), (b) used a third party (including online competition entry site) to enter on their behalf or (c) entered incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to the Prize will be invalidated. If such an entrant is awarded the Prize and then found to have breached this clause,

the entrant must immediately return the Prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

40. If the prize (or an element of the prize) is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize (or an element of the prize) for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

41. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be resent to the prize winner.

42. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

43. The Promoter reserves the right to rejudge in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions

44. The judges' decision in relation to any aspect of the competition is final and binding on each person who enters. Chance plays no part in determining any winner. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit. Copyright, Statutory guarantees, Waiver and liability

45. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. MECC and its related entities is collecting your personal information for the purpose of conducting and promoting this Competition, including for the purpose of identifying and notifying winners and understanding our audiences. MECC will otherwise handle your personal information in accordance with Mackay Regional Council's Privacy Policy which is available on our website at www.mackay.qld.gov.au. By providing your personal information, you agree to the terms of the Privacy Policy. Without limiting the foregoing, MECC may disclose the entrant's personal information to its related entities, business partners and external service providers for research and profiling purposes as well as other purposes reasonably related to the entrant's relationship with MECC. In addition, by entering this competition, you consent to MECC using your personal information for the purpose of MECC and its related entities sending you information regarding programs, products and services available through them and/or through their business partners, and to MECC from time to time sharing your personal information with carefully selected business partners for the purpose of them sending you such information directly. We will always provide you with the ability to opt out of those communications.

46. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the promoter a perpetual and non-exclusive licence to use such footage and photo

graphs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.

47. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.

48. The MECC logo and Garricks Camera House Logo is to be utilised in each monthly Vlog as per the logo guidelines provided by the MECC Sales and Marketing Team.

49. Each monthly Vlog must be a minimum of 2 minutes in length.

50. Each Vlog must align with the corporate values and objectives of the Presenter and not depict the Presenter, it's staff or stakeholders in a negative context.