

Terms and Conditions

VicHealth's Top Spin Competition

Promoter

Victorian Health Promotion Foundation (VicHealth)
15-31 Pelham Street, Carlton, Victoria, 3053.
ABN – 20 734 406 352

Partner Organisations

Alcohol Policy Coalition
Australian Graphic Design Association
LCI Melbourne
Melbourne Polytechnic
Monash University
Swinburne University
The University of Melbourne
Youth Affairs Council of Victoria
YMCA Victoria

General

1. Information regarding how to enter and prizes forms part of these Terms & Conditions.
2. By entering the competition, you are accepting these Terms and Conditions.
3. Any entry not complying with these Terms & Conditions is invalid.

Competition Period

4. The Competition Period commences at 10:00 (AEST) on Tuesday 9 April 2019 and concludes at 23.59 (AEST) on Sunday 12 May 2019.
5. Entries must be received by the Promoter prior to the competition close date and time.
6. There are (5) x Competition Weeks during the Competition Period.
7. Each Competition Week runs from Monday to Sunday (AEDT), with the exception of Competition Week 1, which begins on Tuesday to Sunday (AEDT).

Who can Enter

8. Entry is only open to residents of Victoria who are aged 18 to 29 years. Directors, management and employees (and the immediate families of directors, officers, management and employees) of the Promoter are not eligible to enter this competition.
9. The Promoter may require winners to provide proof of identity, proof of age and proof of residency at the nominated prize delivery address. Identification considered suitable for verification is at the Promoter's discretion.

How to Enter

10. To be eligible for the competition, entrants must:
 - a. Visit the (Website): www.topspinvic.com.au;

- b. Complete and submit the online entry form, including any information as required by the Promoter. Entries can be made in text, image or video formats, and;
 - c. Entries must be submitted during the Competition Period.
- 11. Each entrant will receive an email notification confirming their successful entry into the competition. By entering this competition, entrants consent to receiving this electronic message.
- 12. Entries are deemed to be received at the time they are received by the Promoter's database and not at the time of submission by the entrant.
- 13. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise.
- 14. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Entrants are responsible for their own costs associated with accessing the Internet.
- 15. Automatically generated entries will not be accepted.

Entry Conditions and Rights

- 16. Each entry must be the entrant's original work.
- 17. Each entry must not substantially reproduce any alcohol brands. Parodies are acceptable, provided Intellectual Property rights are not infringed. The Promoter's discretion is final, see clause 20.
- 18. By entering this competition entrants:
 - a. unconditionally and irrevocably assign all rights (including intellectual property rights) in their entry to the Promoter and acknowledge that the Promoter may make copies of or publish the whole or any part of the entry and may otherwise exploit the entry and any rights in relation to the entry, to publicise this competition or for any other purposes; and;
 - b. agree to execute all documents and to do all things required by the Promoter to give effect to such assignment;
 - c. consent to the Promoter and its sublicensees dealing with the entry in a way that may, but for the consent, infringe the entrant's moral rights (as defined in the Copyright Act 1968) in the entry;
 - d. undertake to the Promoter that their entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights;
 - e. acknowledge that the Promoter may edit, adapt and alter their entry for any reason at any stage;
 - f. acknowledge that their entry and their name may be made publicly available by the Promoter (in its absolute discretion) and will be accessible to the general public to view;
 - g. acknowledge that their entry and their name will be shared by the Promoter with the judging panel for assessment;
 - h. warrant that they own and have the right to assign the copyright in each entry submitted into this competition, for the purposes of this competition, that no rights have been granted to any third party in respect of the entry which would prevent the entry being used as contemplated by this competition, and that the use by the Promoter of the entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation);
 - i. warrant that their entry does not include any content that contravenes any law, infringes the rights of any third party, is obscene, offensive, discriminatory, indecent, otherwise objectionable or inappropriate or makes any improper or inappropriate invasion of the privacy of any person. Without limitation, entrants must not include any content that involves malice or which may be defamatory or in contempt of court;

- j. warrant that their entry does not include any literary, dramatic or artistic work, or any other item in which copyright subsists, unless the entrant is entitled to do so, and;
 - k. warrant that their entry contains no viruses or other computer code or material embedded in it which may have a negative impact on the Website or any network or third party computer systems.
19. Entries not fully complying with these conditions of entry may be deemed invalid at the Promoter's discretion. If a winning entry is deemed not to comply with these conditions of entry, the entry will be discarded and the prize will be reallocated, as determined by the judging panel.
20. The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate.

Number of Entries

21. Entrants may enter multiple entries, provided that each entry is based on a separately submitted entry form and a separate idea or creative submission.

Judging and Notification of Winners

22. This is a game of skill; chance plays no part in determining the winners. Each valid entry will be individually judged.
23. At the end of each Competition Week, the Promoter will determine valid entries and will organise assessment by a judging panel.
24. The judging panel will select the winners and provide to the Promoter to review.
25. The Promoter's decision is final and no correspondence with entrants will be entered into.
26. All winners will be notified by the Promoter on Wednesdays of the Competition Period by:
- a. Direct email using the address provided during registration;
 - b. Announcement on the Website, and;
 - c. Announcement on the Top Spin social media channels, Facebook, Twitter and Instagram (Social).
27. If any particular notification is scheduled on a public holiday, the notification will be conducted on the next business day or will be communicated via the Website and Social.
28. Winners must respond within 48 hours of email notification or the prize may be reallocated.

Prizes Details

29. The total prize pool is valued at \$6,500.00 (inclusive of GST).
30. (5) winners will receive a Major Prize of \$1,000.00 (Judges Award). These prizes will be paid to the winning entrant by EFT.
31. (15) winners will receive a Minor Prize valued at \$100.00 (Judges Shout Outs). Winners will be offered a choice from a range of gift cards. The chosen card will be posted to the winning entrant using address details provided by the entrant.
32. All gift cards are subject to the terms and conditions imposed by the supplier including period of validity.
33. Once notified as a winner, all prizes must be claimed by 10:00 (AEST) on 12 August 2019.

34. The prizes are not transferable or exchangeable. If a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter.
35. If a prize has not been accepted or claimed in accordance with the Prize Claim Date and Time or if, after making all reasonable attempts, the Promoter cannot contact the winner (or the winner does not contact the Promoter) by the Prize Claim Date and Time, the relevant winner's entry will be deemed invalid and the Promoter will distribute the relevant prize to the next best valid entry as determined by the judging panel.

Use of Entries and Promotions

36. All valid entries will be displayed on the Website and may be used by the Promoter and Partner Organisations in the future to promote Top Spin.
37. All entries become the property of the Promoter and will not be returned to the entrant.
38. The Promoter may (but is not obliged to) determine at any time, in its absolute discretion, whether or not to publish any entries on the Website and/or, remove any entries once published on the Website or amend, edit or modify any entry (or any part thereof), or disqualify or invalidate any entry including (without limitation) if the Promoter is of the view that:
 - a. the entry does not comply with Entry Condition and Rights, which includes paragraph 18; or
 - b. the entry otherwise breaches these conditions of entry.
39. The Promoter will have no liability to entrants if it exercises this right.
40. The winners must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of any prize, free of charge, and they consent to the Promoter using their name and image in promotional material.

Waivers and Liabilities

41. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010 (Cth)*.
42. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to prizes. Prizes will be delivered in Victoria only.
43. This competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter. Entrants are providing their information to the Promoter and not to any other platform. Each entrant completely releases Facebook, Instagram and Twitter from any and all liability.
44. If for any reason any aspect of this competition is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries.

45. The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought. Where this competition involves, for GST purposes, supplies being made for non-monetary consideration, entrants will follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
46. The Promoter encourages consumers to act responsibly in relation to alcohol consumption. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at <http://www.nhmrc.gov.au/files/nhmrc/file/publications/synopses/ds10-alcohol.pdf>.

Collection and use of personal information

47. The information entrants provide will be used by the Promoter for the purpose of conducting this competition.
48. The Promoter may collect entrants' personal information (including through its contractors or agents) or disclose entrants' personal information to its contractors and agents to assist in conducting this competition or communicating with entrants.
49. By entering this competition, entrants consent to the storage of their personal information on the Promoter's database and the Promoter may use this information for marketing or research purposes, including contacting the entrant via electronic messaging.
50. The Promoter may share entrant's personal information with Partner Organisations in the future to promote Top Spin.
51. The entry and entrant's name will be shared on Facebook, Twitter and Instagram as part of the promotion of Top Spin.
52. The Promoter is bound by the Information Privacy Principles in the Privacy and Data Protection Act 2014 (Vic). Entrants can request access to the personal information the Promoter holds about them by contacting the Promoter at the address stated in the Promoter section of these conditions.