

Central Highlands Water Photo Competition

Terms and Conditions:

1. The 'Promoter' is Central Highlands Water.
2. Entry is open to residents of Australia only.
3. Employees of Promoter as well as the immediate family (spouse, parents, siblings, children) and household members of each such employee and/or authors, are not eligible to participate in the Competition.
4. The Competition will commence on 5 September 2019 and all entries must be received by 18 September 2019 by 11:59pm. Winners will be announced on 30 September.
5. Entrants may submit multiple entries however entrants must not enter more than one entry per day.
6. To enter, entrants upload a photo on one of the competition hosting pages – on Facebook or Instagram. No purchase necessary to enter the Competition. It is presumed that if an entrant has uploaded a photo they have read and agreed to the terms and conditions.
7. All photos must be uploaded by 18 September 2019 to be judged by an external (non-Central Highlands Water employee) party with the top five images to be released for public vote on 22 September 2019.
8. Any changes to the Competition will be notified to entrants as soon as possible by the Promoter.
9. **The winners will be announced on Facebook and contacted by Facebook or Instagram Direct Messenger on Monday 30 September.** The winner must claim prize within 28 days of Competition closing by collecting from the Central Highlands office, Learmonth Road.
10. If the winner cannot be contacted or fails to claim prize within 21 days of notification, the Promoter reserves the right to withdraw the prize from the winner and pick a replacement winner.

11. The prizes are non-transferrable and no cash alternative will be offered.
12. The Promoter's decision in respect of all matters to do with the Competition will be final and no correspondence will be entered into.
13. Prizes are subject to availability. In the event of unforeseen circumstances, the Promoter reserves the right (a) to substitute alternative prizes of equivalent or greater value and (b) in exceptional circumstances to amend or foreclose the Competition without notice. No correspondence will be entered into.
14. Information regarding prizes and how to enter forms part of these terms and conditions. By entering this Competition, an entrant is indicating his/her agreement to be bound by these terms and conditions.
15. Entries not fully complying with these terms and conditions may be deemed invalid at the promoter's discretion. If a winning entry is deemed not to comply with these terms and conditions the entry will be discarded and the prize will be awarded to the entrant who submitted the next best valid entry.
16. The promoter may, in its sole discretion, disqualify all entries from any person who tampers with or benefits from tampering with the entry process, or acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening, harassing or offending 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, is contrary to Australian law or is otherwise inappropriate.
17. These terms and conditions and the Competition are governed by Australian law and subject to the non-exclusive jurisdiction of the courts of the Commonwealth of Australia.
18. The Promoter collects and uses entrant's personal information in order to conduct the Competition. The entrant agrees that this includes disclosing the entrant's personal information to the Promoter and other entities, including third parties, responsible for administering the Competition or for the purposes of processing and conducting the Competition or communicating with the entrants. If the information requested is not provided, the entrant may not participate in the Competition. By entering the Competition, unless otherwise advised, each entrant also agrees that the Promoter, the Promoter's

employees, related companies and agents may use personal information, in any media for any current and future promotional, marketing, publicity, research and profiling purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages and telephoning the entrant.

19. Where the entrant provides to the Promoter details, images or any other materials of other person(s), the entrant must obtain consent (or in the case of a minor, appropriate consent required by law from the minor's parent or guardian) from the other person(s) for the other person(s) details or image to be provided to the Promoter, any of the Promoter's related bodies corporate, or to third parties for the purposes of processing and conducting the Competition, and that the other person(s) may be contacted by the Promoter or any of its related bodies corporate in relation to this competition.
20. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid. Entries are deemed to be received at the time of receipt by the Promoter, not at the time of transmission by the entrant.
21. The Promoter and its related bodies corporate, associated agencies and companies associated with the Competition 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 the Competition, accepting or using any Prize, and failing to claim 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).
22. This Competition is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. All information the entrant provides is provided to the Promoter and not Facebook or Instagram. Any information the entrant discloses will be treated in accordance with these terms and conditions and the Promoter's Privacy Policy.

23. Each Entrant agrees to release Facebook and Instagram from any liability arising in any way from the Entrant's participation in the Competition.
24. Without limiting any other paragraph, the Promoter may at its discretion amend any aspect of this Competition or of these terms and conditions, subject to applicable laws and subject to the approval of the relevant authorities in the relevant State, if required.