

Facebook Competition Terms and Conditions



headspace Hervey Bay 'Where's Your headspace' (Competition) Terms and Conditions

PARTICIPATION

1. This Competition is conducted by Wesley Mission Brisbane (ABN 28 746 881 862) of 930 Gympie Road, Chermside, Queensland, manager of the **headspace*** program for Hervey Bay at Shop 9, Central Plaza 3, 15 Central Avenue, Pialba, Queensland (Promoter).
2. Entry into the Competition constitutes acceptance of these Terms and Conditions. All entry instructions and Prize information published by the Promoter together with the Facebook Pages Terms form part of these Terms and Conditions.
3. This is a game of skill and chance plays no part in determining the Winner. The Winner is the Eligible Entrant whose post published on the Promoter's Facebook page receives the most 'Likes' from the public at the end of the Competition Period.
4. The Competition is only open to persons who :
 - (a) are aged between 12 and 25 years of age at the time of entry into the Competition;
 - (b) are a resident of the local government area of The Fraser Coast Regional Council;
and
 - (c) post an image on the Promoter's Facebook page showing a **headspace** promotional product** demonstrating how the persons get their '**headspace**' – that is, where they relax or unwind such as the beach, a park, at home or elsewhere. Any associated caption must not exceed 25 words (Eligible Entrant & Entrant Post).
5. Employees of the Promoter and their immediate families are ineligible to enter.
6. The Competition commences at 12.00 pm (AEST) on Monday, 11 January 2016 until 12.00 pm (AEST) on Friday, 26 February 2016. (Competition Period)

ENTRY

7. If an Eligible Entrant uses mobile Internet either on a mobile phone or another internet enabled device to participate in the Competition, the Entrant must be identified as the account holder of the end mobile or internet enabled device.
8. Data charges are the Eligible Entrant's responsibility. Any cost associated with accessing the Promoter's Facebook page is the Eligible Entrant's responsibility and is dependent on the internet or mobile service provider used.
9. To enter, Eligible Entrants must post an Eligible Post within the Competition Period.
10. There is no limit to the number of entries an Eligible Entrant may make. All entries must be submitted in accordance with these Terms and Conditions.

11. If there is any dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.

12. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age, place of residence or relationship to the Promoter) and to disqualify any Eligible Entrant who submits an entry that is not in accord with these Terms and Conditions. Failure by the Promoter to enforce any of its rights at any time does not constitute a waiver of that right or any of them.

13. Proof of identification and entry considered suitable for verification is at the discretion of the Promoter. If a winner cannot provide suitable proof, that winner will forfeit their Prize in whole and no substitute or other compensation will be offered.

14. Other than an entry made on behalf of an Eligible Entrant who is a minor, any entry made on behalf of an Eligible Entrant by a third party will be invalid.

15. An Eligible Post must comply with Facebook Pages Terms (including the Facebook Data Policy, Statement of Rights and Responsibilities and Community Standards). The Competition is not sponsored, endorsed or administered by Facebook. Eligible Entrants understand they are providing their information to the Promoter and not to Facebook. Any questions, comments or complaints about this Competition must be directed to the Promoter and not to Facebook. Facebook is not liable for any loss or damage or personal injury suffered or sustained by an Eligible Entrant as a result of participating in this Competition, except for any liability that cannot be excluded by law.

WINNER

16. The Winner is the Eligible Entrant whose Eligible Post receives the most 'likes' from the public at the end of the Competition Period. (Winner)

17. The Promoter's decision as to the Winner is final and no correspondence will be entered into.

18. The Winner will be notified by e-mail and telephone (where available) in the week commencing Monday, 29 February 2016. The Winner has until 4.00 pm on Monday, 7 March 2016 to supply all required documentation including, full name, place of residence and proof of age.

PRIZE

19. If for any reason the Winner does not take the Prize or cannot be contacted despite every reasonable effort by the Promoter, then the Prize will be redistributed to the Eligible Entrant whose Eligible Post received the next highest number of 'Likes'.

20. The Prize is 2 movie tickets (Bigscreen Cinema Hervey Bay) and a \$30 Stocklands Hervey Bay shopping voucher. The Prize is valued at \$60 Maximum.

21. The Prize is not transferable or exchangeable and cannot be taken as cash.

GENERAL

22. If the Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter (including but not limited to technical difficulties, unauthorised intervention or fraud), the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to disqualify any entrant or to modify, suspend, terminate or cancel the Competition.

23. The Promoter has the right to Share each Eligible Post on Facebook and/or otherwise use the Eligible Post whether on Facebook or otherwise in any media for an unlimited period without remuneration for the purpose of promoting the Competition (including any outcome).

24. Each Eligible Entrant warrants to the Promoter that each entry submitted is an original artistic and/or literary work of the entrant and does not infringe the rights of any third party. Each Eligible Entrant indemnifies the Promoter against all costs and claims by third parties arising from any breach of this warranty. Each Eligible Entrant consents to any use of their Eligible Post which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).

25. Nothing in these Terms and Conditions limits, excludes or modifies our purposes to limit, exclude or modify the statutory consumer guarantees under the Australian Consumer Law (Non-Excludable Guarantees). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its officers, employees, contractors and agents) 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.

26. Any personal information of an Eligible Entrant obtained by the Promoter in relation to the conduct of this Competition is collected, used and disclosed by the Promoter in accordance with its privacy policy available at www.wmb.org.au/policy.

27. These Terms and Conditions are governed by the laws of Queensland and each party submits to the jurisdiction of the courts of that State.

* **headspace** is the National Youth Mental Health Foundation providing early intervention mental health services to 12-25 year olds.

****headspace** promotional products are obtainable free of charge from the Promoter at **headspace** Hervey Bay at Shop 9, Central Plaza 3, 15 Central Avenue, Pialba during working hours.