

Entry Details

- 1) Instructions on how to enter this competition form part of the conditions of entry. By participating, entrants agree to be bound by these conditions.
- 2) Entry is open to residents of Australia who have an account on Instagram, enabling them to submit an entry in accordance with the details below. Employees and their immediate families of the Promoter, its agencies, and venues/outlets associated with this competition are ineligible to enter.
- 3) Entrants 17 years or younger must have their entry posted by a responsible adult.
- 4) The competition commences at 12:01 AEST on the second week of each month and closes on the first Monday of the following month. ("Promotional Period").
- 5) By submitting an entry, entrants warrant to the Promoter that:
 - i. their entry complies with the Submission Criteria;
 - ii. they own all of the rights to the entry; and
 - iii. their photo/video has not been entered into previous competitions or won awards in the past or been published previously in any medium.
- 6) Entrants confirm and promise that their entry is original and does not infringe the intellectual property rights of any third party. Further, entrants agree that permitted by law. The Promoter may remove any photo/video from its websites / social media pages without notice for any reason whatsoever. Without limiting any other terms and conditions contained herein, entrants agree to indemnify and hold the Promoter, its ownership of any intellectual property rights in their entry, is assigned to the Promoter without the payment of any further fee or compensation.
- 7) Entrants acknowledge that the Promoter may use their entry, during the Promotional Period and afterward, in any manner, the Promoter sees fit including to encourage others to enter the competition on Instagram.
- 8) Entrants acknowledge that any use of their entry by the Promoter during the Promotional Period does not constitute an endorsement of their entry or guarantee that their entry will be shortlisted or will win a prize.
- 9) To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry. Entrants warrant that they have the full authority to grant these rights.
- 10) Entrants agree that they are fully responsible for the photos and videos they submit. The Promoter shall not be liable in any way for such entry, to the full extent affiliates, and sub-licensees, harmless from any and all claims, damages, expenses, costs (including reasonable legal fees), and liabilities (including settlements), brought or asserted by any third party against the Promoter, its affiliates or sub-licensees, due to or arising out of the photos/videos submitted by an entrant or the Promoter's use thereof, or an entrant's conduct in connection with this promotion.
- 11) The promoter reserves the right to verify the validity of entries and to disqualify any entrant whom the promoter believes either

has tampered with the entry process or has submitted an entry otherwise than in accordance with these conditions of entry

How to Enter.

- 12) Submission Criteria;
 - i. Upload your entry as an Instagram post and include the tag #hopogc by the first Monday of each month. Kindly note, that the account must be set to public. The winner will be announced on 02/06/2023. By entering, you agree to the competition terms and conditions, available to view at hopo.com.au/colouring-competition.
- 13) Entries submitted to the competition " ("Submissions") must:
 - a. Be original works and not infringe the intellectual property rights of any third party;
 - b. have been taken/created within the promotional period;
 - c. not contain material that is, or that is deemed by the Promoter to be:
 - i. unlawful or fraudulent;
 - ii. in breach of any intellectual property, privacy, publicity or other rights;
 - iii. offensive, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, indecent, profane, abusive, harassing or threatening;
 - iv. objectionable with respect to race, religion, origin or gender;
 - v. otherwise unsuitable for publication or display in Australia in any media.
- 14) Not contain any copyrighted works except those owned by the entrant and which the entrant has the right to use and assign the ownership to the Promoter (including copyrighted video, music, artwork or text) such that any copyright or other intellectual property rights in the entry may be assigned

to the Promoter in accordance with the terms and conditions.

- 15) Not contain any elements, including without limitation, music, audio, speech/voiceovers, stills, images, video, supers, or any other material, unless it is entirely original, created by the entrant or a third party that has agreed to appear in the Submission, or have their material featured in the Submission in accordance with the terms and conditions, and to assign their ownership in their appearance or material to the Promoter without the payment of any fee or compensation.
- 16) f. Not contain any viruses or cause injury or harm to any person or animal.
- 17) g. Comply with:
 - i. All relevant laws and regulations (including those relating to copyright, advertising, defamation, privacy, publicity and computer use);
 - ii. the Australian Association of National Advertisers Code of Ethics, Australian Association of National Advertisers Food & Beverages: Advertising & Marketing Communications Code and any other relevant [Australian Association of National Advertiser Codes](#).

Promotion Period & Judging

- 18) All valid entries received during the Promotion Period will be reviewed by the Promoter. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on originality and creativity ("Judging Criteria").
- 19) The entry deemed to be the most original and creative by the Promoter will be selected as the winning entry (Promotional Period).

Promotional Period & Judging

- 20) All valid entries received during the Promotion Period will be reviewed by the Promoter. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on originality and creativity ("Judging Criteria").
- 21) The entry deemed to be the most original and creative by the Promoter will be selected as the winning entry (Promotional Period).

The Prize

- 22) The prize is a one of ten Hopo Gold Coast Ferry Hop On Hop Off Family Da Passes, valued at \$140.
 - i. Prizes are not exchangeable, transferable or redeemable for cash
 - ii. The Promoter is not responsible or liable for any costs relating to the prize winner collecting their prize.
 - ii. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner.
- 23) The stated prize value is the recommended retail value (including GST) in Australia as provided by the supplier. The promoter accepts no responsibility for any variation in the value of the prize prior to acceptance by the winner. The promoter and its associated agencies and companies accept no responsibility for prizes unclaimed within 30 days of the winner being notified.

Notification of Winner & Verification of Entrant

- 24) The winner will be notified via a post/reply/private message on Instagram – depending on the privacy settings the winner has stipulated for their account. The Promoter will request that the winner send the Promoter a private message with their name, email, and phone number for prize notifications.
- 25) The Promoter reserves the right to request verification of identity, residential address and any other information from entrants relevant to entry into or participation in this promotion. Verification is at the discretion of the Promoter, whose decision is final.
- 26) The Promoter reserves the right to disqualify any entrant or voter who provides false information, fails to provide information, conspires with others to gain an unfair advantage or who is otherwise involved in, or benefits from in, any way in manipulating, interfering or tampering with this promotion.
- 27) If a winner does not claim the prize by the following Friday following the winner being notified on the second Monday of the month,, or is otherwise disqualified from the competition, the Promoter may assign the prize to the entry judged the next best entry in the competition, or withdraw the prize, and the winner will forfeit any and all rights in and to the prizes.

- 28) Prizes are not transferable and are not redeemable for cash. The Promoter's decision is final and binding – no correspondence will be entered into. The Promoter accepts no responsibility for late or misdirected entries or other communications. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications
- 29) The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines, in their sole discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize.
- 30) The Promoter takes no responsibility for any harm, illness, or injuries caused by the use of the prize.
- 31) If any prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.
- 32) Any costs associated with entering the competition and accessing the Instagram page are the responsibility of the entrant.
- 33) Entrants consent to the Promoter using their full name, as represented on their Instagram profile in the event that they are a winner in any media for an
- 34) unlimited period of time without remuneration for the purpose of promoting this promotion (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.
- 35) Entries, including the entrants' photos/videos, remain the property of the Promoter. Details from entries will be collected and used for the purposes of conducting this promotion (which may include disclosure to third parties
- 36) for the purpose of processing and conducting the promotion) and for promotional purposes surrounding this promotion. By entering this promotion entrants consent to the use of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional, marketing, and publicity purposes without any further reference or payment to the entrant. Entrants can access and correct the personal information the Promoter holds about them by contacting the Promoter on +61 (07) 5539 9299 or info@hopo.com.au
- 37) The Promoter may post any entry to the Hopo Gold Coast Ferry Facebook page or Instagram account to encourage ongoing entries. The Promoter may also use any entrant's photo/video as inspiration to potential new entrants and customers.
- 38) Each entrant acknowledges that this promotion is in no way sponsored,

General

endorsed or administered by, or
associated with, Facebook or

Instagram. In participating in this
promotion entrants are providing
information to the Promoter and not to
Facebook or Instagram. To the extent
permitted by law, each entrant
releases Facebook and Instagram from
any and all liability in relation to this
promotion.