

Terms and Conditions

Finding Santa – Share your Photo Competition 2019

1. The Promoter of the 'Finding Santa' Photo Competition 2019 (the "Competition") is the Ipswich City Council ("the Promotor").
2. Information on how to enter the Competition and prizes can be found at <https://www.christmasinipswich.com.au/home/finding-santa-app/> . That information forms part of these Terms and Conditions.
3. Entry to the Competition is free and open to all members of the public. Each entry must be entered in accordance with these Terms and Conditions. Persons who the Promoter determines as making a properly eligible entry to the Competition are referred to as "Entrants" within this document hereafter.
4. An Entrant must be an individual and not a company or organisation. Entrants over the age of 13 years may enter via Instagram using the hashtag #findingsanta. Use of this hashtag is evidence of the entrant's consent to these Terms and Conditions. Images can be uploaded via Instagram only. Entrants can enter as many photos as they like. Each upload counts as one entry into the competition.
5. Entrants under 18 years of age must have the consent of their parent or guardian to enter.
6. By entering the Competition, each entrant agrees to be bound by these Terms and Conditions. The Promoter may in its discretion refuse to award any prize to any entrant who fails to comply with these Terms and Conditions.
7. The Competition opens 9am Friday 15th November and closes at 11:59pm, Thursday 12th December 2019 ("Competition Period"). Any entry received after the expiry of the Competition Period will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected entries.
8. The total prize pool consists of four separate VIP Family Passes (which each separately admit 4 persons) to Christmas Wonderland located at Nerima Gardens, Queens Park Goleby Avenue, Ipswich (running 13th-22nd December 2019). These include jump the queue tickets for four people, a meet and greet with Santa and food and beverage vouchers for onsite operators.
9. Four individual winners will be chosen from the pool of Entrants at random, at 9am on Friday 13th December 2019, to be drawn at Ipswich City Council, 45 Roderick Street Ipswich. Winners will each be eligible to receive one of four tickets comprising the prize pool described at paragraph 8.

10. Winners will be contacted via Instagram Direct Message to notify them as the winner
11. Entries must not contain any material that is defamatory, discriminating, obscene, indecent, harassing, or threatening or is otherwise unlawful. Any entry that at the discretion of the Promoter, is deemed to be offensive, discriminatory, defamatory, obscene, indecent, harassing, or threatening, will immediately be disqualified from entering the Competition.
12. Entries submitted via Instagram are bound by the Terms of Use provided by Instagram, further to these Terms and Conditions.
13. The Entrant warrants that:
 - (a) the Entry is their own creation;
 - (b) the Entry is attributable only to the Entrant;
 - (c) the Entry and the acts of the Promoter in relation to the Entry do not infringe upon the copyright, intellectual property rights, or moral rights of any person; and
 - (d) they have the right to grant the rights under this clause and clauses 14 and 15 below.
14. Entrants agree that by entering the Competition they authorise and grant the Promoter consent to use their Entry and/or image together with a non-exclusive and non-transferable licence to exercise intellectual property rights in the contents of the Entry (which may include, but is not necessarily limited to the use, modification, reproduction and or exhibition of Entries) for the purpose of advertising and promoting the Competition and/or other Ipswich City Council documents, activities, programs, and/or events. Entries may be exhibited or reproduced in any medium. The Promoter is not required to pay a fee to exercise any intellectual property rights
15. Entrants agree that the Promoter may modify the Entrant's Entry as it sees fit to meet its requirements without further reference to the Entrant.
16. By submitting a photograph for entry, the Entrant warrants that:
 - (a) Prior to submitting the photograph into the competition the Entrant has gained consent of all identifiable persons featured in the photograph.
 - (b) The entry form does not constitute permission to enter private property. Such permission must be obtained from the landholder.
17. Entrants must not engage in any unlawful or improper misconduct calculated to jeopardise the fair and proper conduct of the Competition.
18. The Promoter is not responsible for any costs whatsoever arising from entry into the competition, including but not limited to: costs to access internet or phone providers, equipment costs and so on.

19. By entering the Competition each Entrant (or where the Entrant is a minor, then the parent or guardian) agrees to indemnify the Promoter, its officers, servants, sponsors and agents against all claims, loss, damage, costs (including legal costs), or liability whatsoever arising out of or in connection with the Entrant's breach of these Terms and Conditions.
20. Participant safety is the sole responsibility of the Entrant and/or or where the Entrant is a minor, then the relevant parent or guardian. The Promotor accepts no liability whatsoever in that regard. It is recommended by the Promotor that the relevant parent or guardian accompany children at all times when participating in the Competition.
21. The Entrants specifically agree that the Promoter assumes no responsibility for damages to persons or property, however caused, relating to the Entrant's participation in the Competition.
22. The Entrant (or where the Entrant is a minor, then the parent or guardian) shall indemnify and release the Promoter its officers, servants, sponsors and agents in respect of any judgment, action, or liability for all claims, loss, damage, or injury to persons or property arising from the negligence of the Entrant; or against any breach by the Entrant of any third party intellectual property rights and against any act or omission by the Entrant commenced by a third party against the Promoter.
23. Any decision made by the Promoter with respect to these Terms and conditions and/or the Competition, is final and at the sole discretion of the Promoter. No correspondence and/or discussion will be entered into.

Data Collection and Privacy

After entering this competition Ipswich City Council ("Council") will collect your personal information so that it can deal with your Entry. To enable the Council to administer, judge and promote this competition your personal information may be recorded and/or disclosed (for instance your name may be disclosed in a publication or at an event for the purpose of giving notice of competition winners/entrants). We will not otherwise disclose your personal information outside of Council unless it is in accordance with the competition terms & conditions above, Council is required by law, or you have given your consent. By entering this competition, Council will consider that you have given it your consent to manage your personal information in the manner described in the above terms and conditions, Council's [Privacy Statement](#), [Personal Information Digest](#) and this collection notice.