



## LiveLighter Premier's 'Active April' 2018 Competition

### TERMS AND CONDITIONS

1. The Promotion is run by Cancer Council Victoria (ABN 61 426 486 715), trading as Cancer Council Victoria ('Promoter') of 615 St Kilda Road, Melbourne VIC 3004.
2. The LiveLighter Australia 2018 Competition ('Promotion') is a promotion that seeks to raise awareness of the Victorian LiveLighter campaign and the link between unhealthy lifestyles and chronic diseases including some cancers.
3. Information on how to enter and the details of all prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
4. Entry is only open to Victorian residents aged 18 years or older and via [Facebook](#) only. By entering and participating, entrant warrants that he or she meets these entry requirements.
5. By entering and participating, entrant agrees to release, hold harmless, defend and indemnify Facebook from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) entrant's participation in the Competition, or (ii) entrant's participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)
6. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.
7. Employees (and their immediate families) of the Promoter and agencies associated with this promotion, including Greenline Organic, are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
8. The entrant acknowledges and agrees that the Promoter may collect certain personal information from entrants upon entry into the Promotion, being their name, address, contact details for the purposes of verifying their entry and contacting them in the event their entry is successful. CCV will not disclose or use the information for any other purpose. Entrants acknowledge they have read the [Cancer Council Victoria Privacy Policy](#) which sets out how personal information is collected, used





and stored in compliance with the *Privacy and Data Protection Act 2014 (Vic)* and the *Information Privacy Principles* in that Act.

9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence). In addition, the Promoter reserves the right to request the winner to provide proof of identity, age and proof of residency at the nominated prize delivery address. Identification considered suitable for verification is at the discretion of the Promoter.
10. The Promoter reserves the right, absolutely, to disqualify any entrant who submits an entry that the Promoter considers is not in accordance with these Terms and Conditions, including where an entry is inconsistent with LiveLighter messages as set out on the Cancer Council Victoria website.
11. The Promotion commences on 16/04/18 and final entries close midnight on 30/04/18. All times stated in these Terms and Conditions are based on Melbourne time.
  - a) To enter, individuals must tell us in 50 words or less what they are doing for their 30 minutes of exercise a day this Active April on the [Premier's Active April Facebook](#) page.
  - b) Like the [LiveLighter Facebook](#) page
12. The promotional flow and the relevant start and close times for judging are outlined in the table below. The winners will be announced via the LiveLighter Facebook page on the date outlined below.

<b>Prizes</b>	<b>Entries start</b>	<b>Entries close</b>	<b>Judge</b>	<b>Date of judging</b>
First prize: 1 x \$50 mixed fruit and vegetable box from Greenline Organic	16/04/18	11:59pm on 30/04/18	Judged by competition panel at Cancer Council Victoria	1/05/18

13. If a prize is not available at the date the prize winners are announced, the Promoter reserves the right to substitute the stated prize with a prize of comparable value.
14. Winners will be notified via Facebook within three days of the judging date, specified above.
15. Incomplete or indecipherable entries will be deemed invalid.
16. One entry is permitted per entrant, in accordance with entry requirements.





17. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to request and obtain proof of the identity of the entrant.
18. This is a game of skill, and entries will be judged by the competition panel at Cancer Council. Chance plays no part in determining the winners, and all entries that are not otherwise excluded from consideration under these terms will be judged.
19. Entries will be judged by the judging panel according to the following criteria:
  - a. Originality
  - b. Creative merit
  - c. Effective promotion of one or more of the LiveLighter key messages, or a description of behaviours promoted by LiveLighter
20. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
21. The Promoter's decision is final and no correspondence will be entered into.
22. If for any reason a winner does not contact LiveLighter to claim their prize by 8<sup>th</sup> May 2018, then the prize will be allocated to the next best entrant as assessed by the judging panel.
23. If any prize (or part of any prize) is unavailable for any reason, the Promoter, in its absolute discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
24. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. On-selling of prizes is not permitted.
25. When an entrant submits any materials via the Promotion including comments, photos and images ("Content"), intellectual property subsisting in the Content vests in the Promoter and the entrant agrees to assign all intellectual property to the Promoter. The Promoter may use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.
26. Entrants warrant and agree that:
  - a) they will not submit any Content that is unlawful or fraudulent, or that breaches any intellectual property, privacy, publicity or other rights of any person, or is defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin, sexual orientation, disability or gender, or is



not suitable for children aged under 15, or is otherwise unsuitable for publication;

- b) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein;
  - c) their Content shall not contain viruses or cause injury or harm to any person or entity; and
  - d) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems in Australia.
27. The Promoter may remove any Content without notice for any reason whatsoever, including where content is objectionable in the ways described in sub para 26(a) above.
28. Entrants may be disqualified where the Promoter reasonably believes that they have entered into any unlawful or improper conduct, including a breach of the conditions in para 26 above or these terms and conditions generally.
29. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner/s (including photograph, film and/or recording of the same) in any media for a period of three months from 30 April 2018, without remuneration, for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
30. If this promotion 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 modify, suspend, terminate or cancel the promotion. Notice of cancellation will be communicated via the LiveLighter Facebook channel.
31. Any cost associated with entering the Competition, accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
32. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter in respect of any loss incurred as a result of the entrant's breach of any of the above terms.
33. To the extent permitted by law, the Promoter is not responsible or liable for loss to any person that arises out of:



- a) purported entries that are not received for any reason whatsoever
- b) the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any Website
- c) unauthorised human intervention in any part of the competition
- d) any damage to persons or property, including to the participant's or any other person's computer related to, or resulting from, participation or downloading any materials in this competition.
- e) Injury or loss sustained to any persons or property in the course of participating in any activity won as a prize.

- 34. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 35. These terms and conditions are governed by the laws of Victoria and entrants submit to the exclusive jurisdiction of the courts of Victoria.