

MMAus3DE Promotion Terms & Conditions

Schedule to Conditions of Entry

Promotion	Junior Blogger Competition
Promoter Name	Adelaide Horse Trials Management Inc (ABN 76 563 798 242) of 56B King William Rd, Goodwood SA 5064
Website	https://australian3de.com.au/
Promotional period	Opens: Friday 11 October 2019 Closes: 3pm AEST Monday 28 October 2019 The Promoter may amend the promotional period in accordance with the state legislative rules.
Online registration period	Opens: dates and times as stipulated on the Aus3DE Social Media Channels – Facebook, Instagram & Twitter. Closes: dates and times as stipulated on the Aus3DE Social Media Channels – Facebook, Instagram & Twitter.
Entry restrictions	Entrants must be between the ages of 13 and 18 years at time of entry. Entrants under the age of 18 must have a parent or guardian’s consent to enter the promotion. Entrants must be able to use social media platforms such as Facebook and Instagram. Entrants must have their own current social media account – Instagram or Facebook to enter the promotion. The winners must be able to attend the Aus3DE from Friday 15 to Sunday 17 November, 2019.
Maximum entries	Only one entry per person is permitted.
Entry procedure	Entries must be between 30 and 60 seconds in length File format required – MP4 or MOV format (low res) Entries must be submitted via the submission link provided, https://form.jotform.co/92820819694873 Also submit a photo, full name, age and a short bio on the entrant.
Judging details	All judging decisions are at the discretion of the Promoter and no correspondence will be entered into this regard. Judging criteria: All entries will be judged on creativity, literary merit, originality and suitability or as otherwise specified. Where entrants submit a guess or answer to question(s), the Promoter will judge the accuracy of an answer, and there may be a time factor applied.

Prize details	<p>6 Winners will be chosen to attend the Aus3DE as ‘Official Media’ A Once in a Lifetime Opportunity! Other prizes include:</p> <ul style="list-style-type: none"> • 2 x Giddy Up Club Passes (valued at \$550) • MMAus3DE Merchandise Pack • Official 7 News Reporter Pack • Official MMAus3DE media pass • A program with scheduled interviews with athletes and VIPS • Meet & Greet with internationally acclaimed industry “Influencer” – Esme Higgs (This Esme)
At the MMAus3DE	<p>Six Winners will be chosen to attend the MMAus3DE as a ‘Junior Blogger’. Two winners on each day will be required to attend the event for four hours (at specified times) to capture content that will be shared on the Official MMAus3DE Social Media Channels. Content will be checked by an official MMAus3DE Representative & will remain the property of the MMAus3DE.</p>
Prize restrictions	<p>Prizes are not redeemable for cash. Prizes are not transferable.</p>
Notification of winners	<p>Winners will be notified by phone and by email by Friday 25 October.</p>
Prize claim details	<p>Prizes must be claimed at the time of notification or as otherwise specified by the promoter.</p>
Unclaimed prize arrangements	<p>If a prize is unclaimed or the winner is unable to attend the Event from Friday 15 to Sunday 17 November, 2019, the promoter reserves the right to re-award the prize in accordance with the conditions of entry.</p>
Other details	<p>All winners will be required to wear MMAus3DE ‘uniform’ that will be provided to them.</p> <p>Winners personal phone and social media platforms are not to be used for sharing content created for this purpose (they have permission to “reshare” content, but the content is owned by the event).</p> <p>No transport to and from the event is provided, winners must make their own arrangements.</p> <p>The parent/guardian of the winner will be given a GA entry ticket (or they can use the Giddy Up Club Ticket to gain entry) to ensure that they are delivered to the correct location on-course to start their ‘shift’.</p> <p>Winners must be accompanied by a guardian on the day, handed over to event staff then collected by the guardian (sign in and sign out process will be used for this) – parents must supply a photo ID at drop off and collection; it must be the same person dropping off and collecting or otherwise pre-agreed and in writing.</p> <p>When the competition entry is submitted a parent/guardian over 18 must provide consent to the entry</p> <p>Parent/guardian to consent to images and/or footage being taken of the winner when onsite working at the event for social media/event promotion.</p> <p>All content captured is owned by the event.</p>

MMAus3DE Conditions of Entry

1. Instructions and information on how to enter form part of these Conditions of Entry. Participation in this Promotion constitutes acceptance of these Conditions of Entry. The resolution of any discrepancy between these Conditions of Entry and/or the Schedule and/or the advertising of the Promotion will be undertaken by the Promoter in its absolute discretion. All decisions and actions of the Promoter relating to the Promotion or redemption of the Prize are exercised at the Promoter's absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.
2. The Promoter may vary the terms of, or terminate, this Promotion at any time at its absolute discretion without liability to any entrant, contestant or other person. The Promoter will not award any Prize if the Promotion is terminated for whatever reason. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control the Promoter reserves the right to amend, suspend or cancel the Promotion subject to approval from any relevant authority.
3. Promotional Period: The Promotion will be conducted on/between the dates specified, during the Promotional Period.
4. Entry Restrictions: Eligibility to enter the Promotion is subject to the Entry Restrictions as listed above.
5. Ineligibility: Should an entrant be deemed by the Promoter to be ineligible, the entrant may not participate further in the Promotion. All decisions are at the discretion of the Promoter and no correspondence will be entered into in this regard. The following persons are automatically ineligible to enter: (a) Directors, management, employees, officers and contractors of the Promoter and those of any agencies or suppliers directly associated with this Promotion; (b) The immediate family members of the above persons. "Immediate family member" means spouse, parent, natural or adopted child and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.
6. Entry Procedure: To enter the Promotion, entrants must complete the Entry Procedure and comply with all other applicable requirements during the Promotional Period. Entries will be deemed to have been received at the time of receipt by the Promoter. Online, SMS and other electronic entries are deemed to have been received at the time of receipt into the Promotion database and not at the time of transmission by the entrant. Ineligible or late entries will be deemed to be invalid. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible / inaudible entries (including lost, stolen, forged, defaced or damaged proof of Entry or verification requirements).
7. Throughout the Promotional Period the Promoter may contact entrants to discuss their entry or to interact with entrants online, on a social media platform or elsewhere, in relation to the Promotion. This does not form part of any judging process nor does it indicate that the entrant is a finalist or winner.
8. Maximum Entries: Entrants can enter the Promotion once only.
9. Entry Publicity: By entering the Promotion, all entrants consent to their entry and/or other communications with the Promoter being communicated to the public via any medium. Entrants will not be compensated for this use. It is a condition of entry that the Promoter has the right to publicise, broadcast and communicate to the public the names, characters, likenesses or voices of entrants for any promotion or matter incidental to the Promotion.
10. Use of Images: By entering the Promotion, all Prize Winner and parent/guardian of minors consent to images and/or footage being taken of the Prize Winner when onsite at the Aus3DE for social media/event promotion.

11. **Invalid Entries:** The Promoter may, in its sole discretion, declare any or all entries invalid, or prohibit further participation by an entrant in this Promotion or a prize event or activity if in the Promoter's opinion the entrant (or any companion of the entrant, as relevant): (a) Disrupts, annoys, abuses, threatens, harasses, is (or becomes) intoxicated, aggressive or offensive or attempts to do any of these things to the Promoter, another entrant or potential entrant of , or anyone else associated with, this Promotion or any prize; (b) Engages in conduct in relation to this Promotion which is misleading, deceptive, unlawful, fraudulent or damaging to the Promoter's or any prize provider's goodwill or reputation; or (c) Does not comply with any reasonable direction or guideline notified to them in connection with the Promotion or a prize event or activity.
12. **Unclaimed Prize:** Where an entry is deemed invalid (at the Promoter's absolute discretion) the Promoter may determine a new winner in accordance with any stated Unclaimed Prize Arrangements. Any prize unclaimed after the date stated in the Prize Claim Details will be forfeited.
13. **Verification Checks:** The Promoter or its representatives may conduct security or verification checks in their absolute discretion to determine or confirm an entrant's eligibility to enter the Promotion or to win a prize.
14. **Entry Content:** Entrants are to take full responsibility for the content that they submit and for ensuring that their entry complies with these Conditions of Entry. For the purposes of this clause, "Entry Content" includes any content (including text, photos, videos, spoken words and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion. Entry Content must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the Entry Content is the entrant's original work. If Entry Content cannot be verified to the Promoter's satisfaction, the Promoter may disqualify the relevant entry. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take down any part of Entry Content.
15. **Entry Content must not include:** (a) any image, video, recording or other kind of depiction of any other person (except incidentally and not prominently) without that person's express consent. If a person is a minor, the express consent of the minor's parent or guardian must be obtained before being included in any Entry Content (and if the minor is over 13, the minor's express consent must also be obtained). Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person; (b) any content that in the Promoter's opinion contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory , discriminatory , indecent or otherwise objectionable or inappropriate (which may include, without limitation, content involving nudity, malice, violence or swearing); and (c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other content in which copyright subsists, unless the entrant is entitled to do so. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Conditions of Entry.
16. **Assignment of rights in Entry:** By submitting an Entry to the Promotion, the entrant licenses the Promoter to use the Entry Content in any manner the Promoter wishes (including modifying, adapting, copying, publishing, broadcasting or communicating the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, in perpetuity, without payment to the entrant (of royalties, compensation or otherwise). Entries become the property of the Promoter. Once submitted, no changes to or withdrawal of an entry will be permitted. Entries will not be returned by the Promoter.
17. **Intellectual Property and Moral Rights:** By entering this Promotion, the entrant: (a) consents to any dealings with their Entry Content that may otherwise infringe their moral rights in an entry; (b) agrees not to assert any moral rights (wherever and whenever such rights are recognised) in respect of their entry or publicity materials containing any part of their entry, against the Promoter, its assigns, licensees and successors in title; and (c) undertakes to the Promoter that their entry is not in breach of any third party intellectual property rights.

18. **Publicity:** Entrants (and their companions, as relevant) may be required by the Promoter to participate in photo, recording, video or film session(s), and they grant the right to use such publicity materials in any medium (including, without limitation, the internet) to the Promoter to use in any manner it sees fit.
19. **Prize Details:** All prize(s) will be awarded as specified in the Prize Details. If a prize is unavailable for any reason the Promoter, at its discretion, may substitute for it another item of equal or higher value. The Prize(s) are subject to any Prize Restrictions and any requirements of relevant state/territory authorities. Each Prize or part thereof is subject to availability, non-transferable and non-exchangeable, must be used on any dates specified in these Conditions of Entry or as stipulated by the Promoter or prize provider and is not redeemable for cash. The Promoter will not be responsible or liable if for any reason beyond its reasonable control any element of any prize is not provided. The Promoter will not be liable for any damage to or delay in delivery of any prize, or for any compensation in relation to any prize.
20. **Prize Values:** The Total Prize Pool is specified in the Schedule. Prize values are generally the recommended retail value as provided by the prize provider, are in Australian dollars, include GST (unless otherwise stipulated) and are correct at the time of preparation of these Conditions of Entry. The Promoter accepts no responsibility for any tax implications that may arise from winning any prize. Independent financial advice should be sought. The Promoter takes no responsibility for variations in the value of any prize.
21. **Meet & Greet:** Unless expressly stated otherwise, a prize that involves a “meet and greet” element with a celebrity/athlete/public figure (Celebrity) is subject to the availability of that Celebrity, and will be at the discretion of the Celebrity’s management. The Promoter will not be liable for the failure of the winner and any companions to meet the Celebrity for whatever reason, and no cash or alternative tickets will be awarded in lieu of that element of the prize.
22. **Travel:** It is at the cost of the Prize Winner to get themselves to the Aus3DE Event Venue – Victoria Park/Pakapakanthi – for the Event from the 15-17 November. Tickets and access to the Aus3DE will be made available to the Prize Winner and adult guardian if a minor for the duration of the Event. The Promoter will not be liable for the failure of the winner and any companions to meet travel schedules or cancellations for whatever reason and regardless as to fault, and no cash or alternative tickets or bookings will be awarded in lieu of that element of the prize. No travel insurance is included in any travel prize. Unless otherwise specified, entrants/winners/companions must make their own way to and from all events associated with the Promotion/prize at their own cost.
23. **Tickets:** Unless expressly stated otherwise, the Promoter will not be responsible for any changes in times or dates, cancellations or rescheduling of events that may prevent the prize winner from redeeming the prize or any part of it and no cash or alternative tickets will be awarded in lieu of that element of the prize. All tickets are only valid for the date or period specified on the tickets or by the prize provider, and are subject to any terms and conditions imposed by the prize provider, including any conditions of entry into the relevant event location (e.g. behaviour requirements and applicable dress codes), any conditions of ticket validity and any restrictions on ticket on -sale or transfer. Once awarded, the Promoter is not liable for any ticket that has been lost, stolen, forged, damaged or tampered with in any way.
24. **Minors:** Entrants under the age of 18 years must have parent or guardian consent to enter the Promotion. If any participant in the activity conducted in connection with this Promotion is under 18 years of age, a parent or legal guardian of that person must handover the Prize Winner to a guardian of the Promoter, as specified above.
25. **Notification & Publication of Winners:** Prize winners will be notified by telephone call or email. Prize winners’ names and state or territory of residence will be published on the Promoter’s social media channels and website. By entering, entrants request that their full address not be published.

26. **Risks:** Entrants (and their companions, as relevant) acknowledge that there may be inherent risks involved in entering this Promotion or taking or participating in the prize(s). Any entrant, prize winner or participant in a Promotion event may be required to sign an acknowledgement of risk and waiver of liability (in terms specified by the Promoter) to expressly acknowledge that participation in the Promotion or prize event may be inherently dangerous and that if they choose to participate they will do so at their own risk. In particular, a reasonable level of health and fitness may be required. The Promoter reserves the right to preclude the participation of any person refusing to sign such documentation, or to exclude any person who is suffering from asthma, epilepsy, significant back or neck problems or physical or mental disabilities or is pregnant or whom the Promoter in its sole discretion deems to be unable to participate in any of the experiences for safety reasons.
27. **Liability:** The Promoter and its related bodies corporate, contractors and agencies associated with this Promotion will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation that caused by any person's negligence) relating to this Promotion or the awarding or redemption of any prize except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
28. **Australian Consumer Law:** A prize winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These rights include a statutory guarantee that any services provided by the Promoter will be rendered with due care and skill and that any goods supplied will be of acceptable quality. These Conditions of Entry do not exclude, restrict or modify those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than those contained within the Australian Consumer Law, regarding the quality and suitability of any prize and will not be responsible for breach of any such terms.
29. **Social Media:** As this Promotion is run on social media, entrants release the Social Media Platform(s) and its/their associated companies from all liability arising in respect of the Promotion and acknowledge that: (a) the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Social Media Platform; (b) any information provided by the entrant in connection with the Promotion is provided to the Promoter and not to any Social Media Platform; and (c) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to any Social Media Platform.
30. **Privacy:** The Promoter collects the personal information that entrants provide for the purpose of administering the Promotion.
31. **Disclosure of Personal Information:** The Promoter may also disclose entrants' personal information to its related bodies corporate, contractors and agencies connected with this Promotion, any prize provider and relevant authorities in the relevant states/territories for the purposes of administering the Promotion, marketing and publicity.
32. **Privacy Policy:** The Promoter's privacy policy can be viewed at www.australian3de.com.au. It contains information about how entrants can complain about a privacy breach and how the Promoter will deal with such a complaint, how entrants can seek access to the personal information the Promoter holds about them and seek the correction of such information, and how they can opt out of receiving direct marketing messages.