



## Hello Christmas, Hello Hobart Window Display Photographic Competition

- 1. The Promoter is Hello Hobart, an initiative of the City of Hobart, 50 Macquarie Street, Hobart Tasmania 7000 ABN 39 055 343 428.
- 2. By entering the Competition, participants agree to be bound by these Terms and Conditions.
- 3. Eligibility: a. The Competition is open to all individuals aged 18 years or older, except employees of the Organizer and their immediate families. b. Participants must have a valid Instagram or Facebook account.
- 4. Information on how to enter and the prize/s forms part of these conditions of entry. Entry into the competition is deemed acceptance of these conditions of entry.
- 5. The competition commences on Saturday 18 November 2023 at 8.00am (EST) and concludes on Sunday 17 December 2023 at 12.00am (EST).
- 6. Entry to the competition is only available online.
- 7. How to Enter: a. To enter the Photographic Competition, participants must photograph participating businesses located in the Hobart local government area. b. Participants must share their photograph on either Instagram or Facebook using the hashtag #hchh23. c. Only posts that include the designated hashtag will be considered as valid entries.
- 8. Content Usage: a. By using the hashtag #hchh23, participants grant permission to the Promoter and City of Hobart to share, reproduce, and display the submitted content on their respective websites, social media platforms, and promotional materials. b. Participants understand that their content may be used by the Promoter and associated parties without any compensation or notice.
- 9. Selection of Winners: a. Winners will be selected by Hello Hobart a staff based on the quality, creativity, and adherence to the theme of the Competition. b. The decision of the Promoter regarding the selection of winners and any disputes arising from the Competition shall be final and no correspondence will be entered into.
- 10. How to Enter: b. The People Choice Award competition. To enter the People's Choice Award, you must use the online form (available on the Hello Hobart website) to nominate your favourite participating business and supply your contact details.
- 11. Entry to the photographic competition can only through the Hello Hobart Facebook page, www.facebook.com/hellohobarttasmania/.

- 12. There is one Taste of Summer prize pack to be one (including x2 season passes and x2 tickets to the NYE event at the Taste of Summer).
- 13. All prizes must be taken as offered and no exchange is available. Prizes are not redeemable for cash and are not transferable to any other person.
- 14. The prize draw will occur at **2.00pm** (EST) at the Hobart Town Hall on **Monday 17 December 2023**. The winning entry will be drawn randomly.
- 15. Entries will be deemed to be accepted at the time they are posted online. No responsibility will be taken for lost, late or misdirected entries.
- 16. The winner is required to collect their prize from the Hobart Town Hall, at 50 Macquarie Street Hobart.
- 17. If the winner has not contacted Hello Hobart to arrange collection of their prize, one week after the competition has been drawn, Hello Hobart reserves the right to award the prize to another entrant by random draw. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner.
- 18. The winner is required to provide proof of identity when they collect their prize.
- 19. The winner must consent to be photographed with their prize for the purposes of promotion on the Hello Hobart Facebook page.
- 20. The winner's name will be published on the Hello Hobart Facebook page.
- 21. If the prize is unavailable, the Promoter, in its discretion, and in consultation with the winner, reserves the right to substitute the prize with a prize to the equal value and/or specification.
- 22. No responsibility will be held for loss or damage to goods.
- 23. The Promoter takes no responsibility for the condition of items supplied by various businesses as prizes for the competition.
- 24. Employees of the City of Hobart and their immediate families are ineligible to enter this competition.
- 25. Only residents of Tasmania are eligible to enter this competition.
- 26. The boundary of the City of Hobart 'Hello Christmas, Hello Hobart' campaign is defined as within the local government area of Hobart which includes the suburbs of West Hobart, Lenah Valley, Mount Stuart, South Hobart, New Town, Sandy Bay, Mount Nelson and North Hobart.
- 27. The City of Hobart will take the necessary steps to ensure that any personal information provided by entrants in this competition remains confidential and is only used for the purposes of this competition. City of Hobart will not sell, trade or make available your personal information to others.
- 28. The Promoter's decision in relation to any aspects of the competition is final and binding on every person who enters and no correspondence will be entered into.

- 29. The Promoter releases Facebook from any liability in relation to this competition. This promotion is not sponsored, endorsed or administered by Facebook.
- 30. The Promoter reserves the right to use the winning photographs, participants' names, and any associated images or videos for promotional purposes, including but not limited to social media, website, and marketing materials, without additional compensation or notification.
- 31. Participants retain the copyright to their photographs but grant the Organizer a non-exclusive, worldwide, royalty-free license to use, reproduce, distribute, and display the photographs in connection with the Competition and its promotion.
- 32. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of or in connection with this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including without limitation technical malfunctions or failures.
- 33. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 34. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made. To facilitate your participation, the Promoter may disclose your personal information to other companies associated with this promotion. If you do not provide your personal information, the Promoter will not be able to enter you into this promotion.
- 35. If for any reason this promotion is not capable of running as planned, due to any causes beyond the control of the Promoter, which affect the administration security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process.
- 36. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders it's determination, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strikes; the Promoter may in its absolute discretion cancel the event and recommence it from the start on the same conditions subject to State Regulation.
- 37. Amendments: a. The Promoter reserves the right to amend, modify, or cancel the Competition or these Terms and Conditions at any time without prior notice. Any changes will be posted on the Organizer's website or communicated through appropriate channels.
- 38. By entering the 2023 Hello Christmas, Hello Hobart competition, participants acknowledge that they have read, understood, and agreed to these Terms and Conditions.