



## Quit Victoria Keep the Vibe Alive 2019 Voting Competition

### TERMS AND CONDITIONS

1. The 'Keep The Vibe Alive' competition (the Competition) is run by Cancer Council Victoria (ABN 61 426 486 715), trading as Cancer Council Victoria of 615 St Kilda Road, Melbourne VIC 3004 and Melbourne Queer Film Festival Inc. (ABN 47 483 109 783) (the Promoters).
2. Keep The Vibe Alive' is a short film competition which aims to promote health and wellbeing in the LGBTIQ community.
3. Information on how to enter and the details of all prizes form part of these Terms and Conditions. Entry in this promotion is deemed acceptance of these Terms and Conditions and a representation that an entrant meets the entry requirements.
4. Entry is only open to Victorian residents aged 12 years or older and via the MQFF voting webpage only <https://mqff.com.au/votevibe/>
5. By entering and participating, an entrant agrees to release, hold harmless, defend and indemnify the Promoters 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. Employees (and their immediate families) of the Promoters and agencies associated with this promotion, including Melbourne Queer Film Festival, Quit Victoria, Thorne Harbour Health and Minus18 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.

7. The entrant acknowledges and agrees that the Promoters may collect certain personal information from entrants upon entry into the Promotion, including their name, address and contact details for the purposes of verifying their entry and contacting them in the event their entry is successful. The Promoters will only use or disclose personal information for the purposes of this promotion and in accordance with these terms and conditions. Information will otherwise be handled in accordance with 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.
8. The Promoters reserve 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 Promoters reserve 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 Promoters.
9. The Promoters reserve the right, absolutely, to disqualify any entrant who submits an entry that the Promoters consider is not in accordance with these Terms and Conditions, including where an entry is inconsistent with Quit Victoria messages as set out on the Cancer Council Victoria website.
10. The Promotion commences on Friday 18 January at 10:00am (AEDT) when public voting opens. The promotion will conclude on Tuesday 5 February at 10:00am (AEDT) when public voting closes. Entries must be complete by the conclusion of the promotion in order to be included in the draw. Late entries will not be accepted. All times stated in these Terms and Conditions are based on Melbourne time.



## How to enter

a) To enter, individuals must:

- (i) Share or retweet a promotional Facebook post or tweet from the MQFF, Quit Victoria, Thorne Harbour or Minus18 Facebook or twitter pages, or via the MQFF voting page
- (ii) Vote for favourite (of four) Keep the Vibe Alive films via the MQFF webpage (<https://mqff.com.au/votevibe/>) and
- (iii) Enter email and name to submit vote on MQFF webpage <https://mqff.com.au/votevibe/>

11. Each prize pack includes 10 MQFF ticket passes. Passes are valid for 10 individual tickets or five doubles at MQFF 2019, valued at \$175.
12. Prize cannot be redeemed for cash or on sold.
13. Winners will be notified via email on Tuesday 12 February 11:00am (AETD).
14. Incomplete or indecipherable entries will be deemed invalid.
15. One entry is permitted per entrant, in accordance with entry requirements.
16. One prize pack is permitted per entrant.
17. The winner will be randomly selected via a hat draw method.
18. The Promoters' decision is final and no correspondence will be entered into.
19. If for any reason a winner does not contact Quit Victoria to claim their prize by 8 January 2019, then the prize will be allocated to the next best entrant as drawn.



20. If any prize (or part of any prize) is unavailable for any reason, the Promoters, in their absolute discretion, reserve the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
21. 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.
22. When an entrant submits any materials via the Promotion including comments, photos and images (“Content”), intellectual property subsisting in the Content vests in the Promoters and the entrant agrees to assign all intellectual property to the Promoters. The Promoters 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.
23. 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.



- e) Entrants may be disqualified where the Promoters reasonably believe that they have entered into any unlawful or improper conduct.
24. The Promoters may remove any Content without notice for any reason whatsoever, including where content is objectionable in the ways described in sub para 24(a) above.
25. Entrants consent to the Promoters 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 12 February 2019, without remuneration, for the purpose of promoting this promotion (including any outcome) and promoting the purpose and programs of Quit Victoria.
26. 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 Promoters, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoters reserve the right, in their sole discretion, to modify, suspend, terminate or cancel the promotion. Notice of cancellation will be communicated via the Quit Victoria Facebook channel.
27. Any cost associated with entering the promotion, 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.
28. Without limiting any other terms herein, the entrant agrees to indemnify the Promoters in respect of any loss incurred as a result of the entrant's breach of any of the above terms.
29. To the extent permitted by law, the Promoters are 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.

- 30. Failure by the Promoters to enforce any of their rights at any stage does not constitute a waiver of those rights.
- 31. These terms and conditions are governed by the laws of Victoria and entrants submit to the exclusive jurisdiction of the courts of Victoria.