

Australia's Proudest Small Business Promotion

Conditions of entry

Promoter	Australian Postal Corporation (ABN 28 864 970 579) trading as "Australia Post", 111 Bourke Street, Melbourne, VIC 3000. Phone: 13 76 78.
Entry Restrictions	Open only to Australian residents who are able to take the prize on 15/01/17 except directors, officers, management and employees (and the immediate families of directors, officers, management and employees) of the Promoter, or of the agencies or companies associated with this competition.
Competition Period	12.01am (AEDT) on 05/12/16 to 11.59pm (AEDT) on 15/12/16.
Entry Method	During the Competition Period, entrants must: (a) visit the Promoter's Facebook page at www.facebook.com/australiapostbusiness/ and; (b) follow the links to the promotional page and accept the permissions requested (if applicable); and (c) fully complete and submit the online entry form including by answering the following question in 25 words or less: "Tell us in 25 words or less what makes your business Australia's proudest small business", and providing any additional information as required by the Promoter.
Winner Determination	The best valid entry, as determined by the judges, will win the prize.
Prize Details	There is 1 prize to be won. The prize is the opportunity for the winner to showcase their business with a 3mx3m exhibition space in conjunction with the Promoter's stand on 15/01/17 at the 2017 Midsumma Festival valued at up to \$3,000 (inc GST). See paragraph 7 for full prize details and conditions.
Entry Limits	Entrants may only enter once.
Winner Notification	The winner will be notified by phone.
Prize Claim Date and Time	Prizes must be claimed by 5pm (AEDT) on 20/12/16.

- 1 Information regarding prizes and how to enter forms part of these conditions. By entering, entrants accept these conditions.
- 2 The competition will be conducted during the Competition Period.
- 3 Entries must be received during the Competition Period. Entries are deemed to be received at the time they are received by the Promoter's database and not at the time of submission by the entrant. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Entrants who enter using multiple email addresses or aliases may be disqualified. Consumers are responsible for their own costs associated with accessing the Internet. Automatically generated entries may be disqualified.

- 4 The Promoter is not liable for late, lost, incomplete, misdirected, incorrectly submitted, delayed or illegible entries, correspondence or claims for prizes due to error, omission, tampering, theft, destruction or otherwise.
- 5 This is a game of skill; chance plays no part in determining the winner. Each valid entry will be individually judged (by representatives of the Promoter) based on, among other things, literary and creative merit.
- 6 Each “25 words or less” statement must be the entrant’s original work. By entering this competition entrants:
- (a) consent to the Promoter making copies of or publishing the whole or any part of their entry (including the “25 words or less” statement) and otherwise exploiting the entry and any rights in relation to the entry, to publicise this competition or for any other purposes;
 - (b) undertake to the Promoter that their entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights;
 - (c) grant the Promoter a world-wide, royalty free, perpetual, irrevocable, transferrable licence (with a right to sublicense) to use their entry submitted as part of this competition for any purpose;
 - (d) permit the Promoter to edit, adapt and alter their entry for inclusion on the Promoter’s Facebook page;
 - (e) acknowledge that their entry and their name may be made publicly available by the Promoter (in its absolute discretion) and will be accessible to the general public to view;
 - (f) warrant that they own or have the right to license the copyright in any entry submitted by them into this competition, for the purposes of this competition, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this competition, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation);
 - (g) warrant that their entry does not include any content that contravenes any law, infringes the rights of any third party, is obscene, offensive, discriminatory, indecent, otherwise objectionable or inappropriate or makes any improper or inappropriate invasion of the privacy of any person. Without limitation, entrants must not include any content that involves nudity, malice or which may be defamatory or in contempt of court;
 - (h) warrant that their entry does not include any literary, dramatic or artistic work, or any other item in which copyright subsists, unless the entrant is entitled to do so; and
 - (i) warrant that their entry contains no virus or other computer code or material embedded in it which may have a negative impact on the Promoter’s Facebook page any network or third party computer systems.
- 7 The prize is as stated in the Prize Details. The winner will be required to provide all equipment, staff, business materials and all other items necessary for the winner to erect and maintain their business stand at the 2017 Midsumma Festival on 15/01/17. The Promoter is not liable for and will not provide the winner with any assistance in erecting, staffing or disassembling the winner’s stand. The winner takes the prize at its own risk.
- 8 The winner will be notified in accordance with the Winner Notification section of these conditions.

- 9 The winner must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to the Promoter using their name and image in promotional material.
- 10 The Promoter may require the winner to provide proof of identity, proof of age and proof of residency. Identification considered suitable for verification is at the Promoter's discretion.
- 11 If a winning entry is deemed not to comply with these conditions of entry including if the winner is unable to take the prize on 15/01/17, the entry will be discarded and the prize will be awarded to the entrant who submitted the next best valid entry.
- 12 The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person (including without limitation the winner) who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate.
- 13 The Promoter may in its absolute discretion cancel the prize or otherwise cease to provide any benefit of the prize to a winner if the winner, in the opinion of the Promoter, is under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate.
- 14 The Promoter's decision is final and no correspondence will be entered into.
- 15 The prize is not transferable or exchangeable and cannot be redeemed for cash. The Promoter accepts no responsibility for any variation in prize value. If the prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter.
- 16 Notwithstanding paragraph 15, if the 2017 Midsumma Festival on 15/01/17 is abandoned, called off or postponed for any reason, the winner forfeits their opportunity to showcase their business at the Promoter's stand at the 2017 Midsumma Festival and no cash or alternative tickets will be substituted.
- 17 If the prize has not been accepted or claimed in accordance with the Prize Claim Date and Time or if, after making all reasonable attempts, the Promoter cannot contact the winner (or the winner does not contact the Promoter) by the Prize Claim Date and Time, the relevant winner's entry will be deemed invalid and the Promoter will distribute the prize to the entrant who submitted the next best valid entry.
- 18 The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010 (Cth)*.
- 19 Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to the winner's exhibition whilst displayed at the 2017 Midsumma Festival.

- 20 This competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.
- 21 If for any reason any aspect of this competition is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries.
- 22 The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought. Where this competition involves, for GST purposes, supplies being made for non-monetary consideration, entrants will follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 23 **Privacy notice: The information requested on this form is being collected by Australia Post** so that you can enter and we can administer this promotion. Without this information, we are unable to process your entry. Your personal information is managed in accordance with Australia Post's Privacy Policy. This sets out how you may seek access to and correction of your personal information and how to make complaints. A copy is available at auspost.com.au/privacy. Australia Post may only disclose the information provided by you if required or authorised by law, or in accordance with our Privacy Policy. Please refer to the Privacy Policy or contact the Privacy Contact Officer, Australia Post, GPO Box 1777, Melbourne, Vic 3000 for any privacy related queries.