

**\*Terms & Conditions:**

This document sets out the terms of participation in Maleny Credit Unions "Holiday Selfie" competition ("Competition").

1. The promoter of this Competition is MCU Limited trading as Maleny Credit Union(the "Promoter") (ABN 52 087 650 995), 28 Maple Street, Maleny, Queensland, Australia.
2. Entry to the Competition is open to members of Maleny Credit Union who are residents of Australia only. An entrant must be an individual and not a company or organisation. Entrants under 18 years of age must have the consent of their parent or guardian to enter. Employees of the Promoter or any person associated with the Competition, or any organisation or individual associated with the provision of the prize(s) are not eligible to enter.
3. Each entry must be entered in accordance with these Terms and Conditions. By entering the Competition, each entrant agrees to be bound by these Terms and Conditions. The Promoter may in its discretion refuse to award any prize to any entrant who fails to comply with these Terms and Conditions. All relevant instructions on the Promoter's website form part of these Terms and Conditions.
4. Entry into the Competition is free.
5. The Competition opens at 8am on Monday 1<sup>st</sup> February 2017 and closes at 12 midday on Friday 31<sup>st</sup> March 2017 ("Competition Period"). Any entry received after the expiry of the Competition Period will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected entries.
6. To enter the Competition, you must email a holiday selfie photograph to [nic@mcu.com.au](mailto:nic@mcu.com.au) within the Competition Period; and
7. Each entry must include a photo that meet the entry requirements ("Photo"). Entries must also include required contact information – name; email & phone number/s.
8. By submitting the Photo to the Promoter, you grant the Promoter and its licensees and assignees a non-exclusive license to exercise all rights in perpetuity throughout the world in the Photo and all other material provided by you to the Promoter at any time.
9. Without limiting the rights granted to the Promoter under point 8, you specifically agree that point 8 grants to the Promoter the non-exclusive right throughout the world to communicate the Photo in whole or in part to the public on any media platform and you grant to the Promoter all associated rights necessary to exercise the above rights.
10. The entrant whose Photo has the most Facebook LIKES will win the first prize ("First Prize Winner").
11. Chance plays no part in determining the prize winners.
12. The First Prize Winner will receive the following:
  - Multi currency Cash Passport loaded with \$500 Australian Dollars
13. The Promoter accepts no responsibility for any variation in prize value.
14. No component of the prize can be transferred or redeemed for cash. If the prize becomes unavailable due to circumstances beyond the Promoter's control, the Promoter reserves the right to

provide a similar product to the same or greater value as the original prize, subject to any applicable laws or written directions made under applicable legislation.

15. You warrant that:

(i) all details provided with your entry are true and accurate;

(ii) you have all necessary rights and licenses to grant the rights set out in these Terms and Conditions;

(iii) the Photo is an original work;

(iv) you are the copyright owner or authorised licensor of all copyright works and subject matter comprising the Photo;

(v) the exercise of the rights granted to the Promoter in these Terms and Conditions will not infringe the rights of any third parties; and you will indemnify the Promoter against any loss or damage resulting from any breach of these warranties.

16. You acknowledge that the Promoter is under no obligation to exercise any of the rights granted to it by these Terms and Conditions.

17. You agree that the Promoter may use your entry and any personal details provided to the Promoter for any promotional, marketing and publicity purposes of the Promoter in any media without notice and without any fee paid to you.

18. Decisions of the Promoter are final and will be binding on each person who enters the Competition and no correspondence will be entered into. The prize winner will be contacted by telephone on Monday 3<sup>rd</sup> April 2017. The winner will also be published on the Maleny Credit Union Facebook page and Website and local newspapers.

19. In the event that a prize winner is unable to be contacted, the Promoter will retain the prize for six (6) months from the date the announcement of the winner. If the prize is not claimed within six (6) months of the date of winner being announced, another winner may be determined for the unclaimed prize. A winner of any unclaimed prize will be the prize winner for the purpose of these Terms and Conditions.

20. If there is any event that prevents or hinders the Promoter's conduct of the Competition or the Promoter's ability to deliver the prize to the prize winner, the Promoter may, in its discretion, cancel the Competition and recommence it at another time under the same conditions or select another winner.

21. The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error that may occur in the course of the administration of this Competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.

22. To the full extent permitted by the law, the Promoter will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or inconsequential) to persons or property as a result of any person entering into the Competition or accepting or using any prize, including without limitation non-receipt of any prize or damage to any prize in transit.

*<sup>+</sup>Proof of overseas holiday is to be produced when collecting prize within the 2 year period 1st April 2017 to 1st April 2019.*

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<sup>^</sup>Lock in your exchange rates means the exchange rate is locked in for the initial load only. The exchange rates for subsequent reloads will be set at the prevailing exchange rate at the time of the transaction.

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