

TERMS AND CONDITIONS

JUNE 2020

The Indoor Plant Challenge
Social Media Competition





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1 INTRODUCTION

The following terms and conditions apply for Hunter Water Corporation's "The Indoor Plant Challenge" ("Competition"). By entering the Competition, persons warrant that they agree to be bound by and have read and understood these terms and conditions. These terms and conditions can be found at www.hunterwater.com.au/indoorplants.

2 PROMOTER

The Competition is conducted by Hunter Water Corporation (ABN 46 228 513 446) of 36 Honeysuckle Drive, Newcastle West NSW 2300 (the "Promoter").

3 DURATION

The contesting period begins Thursday, 25 June 2020 at 09:00am (AEST) and ends on Thursday, 23 July 2020 at 5:00pm ("Contesting Period").

4 ELIGIBILITY

All persons eligible to enter the Competition must live within Hunter Water's area of operations, be 16 years or older. Hunter Water board members, management and staff of the Promoter and family members of Hunter Water board members, and management and staff of the Promoter are ineligible to enter the Competition.

The competition is only available to residential households.

Participants must submit a clear photograph taken by themselves of their plant or shrub and provide their personalised plant name or "nickname". Photographs must be taken using a participant's own device and cannot come from stock imagery.

5 METHOD OF ENTRY

- a) To enter the Competition, participants must (during the Contesting Period):
 - i) follow the Hunter Water Facebook or Instagram Page, at <https://www.facebook.com/OurHunterWater>; or <https://www.instagram.com/ourhunterwater/>; and
 - ii) post their own photograph of their plant to Facebook or Instagram, using the caption tag @ourhunterwater and the hashtag #lovewaterloveplants and the name of their plant.
- b) The Promoter accepts no responsibility for incomplete, incorrectly submitted, delayed, misdirected or illegible submissions (whichever is applicable). A participant may not enter or participate in the Competition on behalf of a third party. The Promoter has the right to remove any entries that appear to be duplicates submitted by the same participant.
- c) Participants may enter the Competition more than once by providing multiple photographs and names of their plants.
- d) The Promoter reserves the right to disqualify any entry which in the opinion of the Promoter includes any content that may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill of the Promoter.



- e) Should a participant's contact details change during the Contesting Period, it is the participant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
- f) All participants must ensure that their entries are received by the Promoter during the Contesting Period. The Promoter takes no responsibility for late or misdirected entries.

6 PRIZE

- a) There are a maximum of twenty eight (28) prizes to be won. Each prize contains 1 small, 1 medium and 1 large Sustee.
- b) Winners of the Competition will be contacted by direct message to their Facebook or Instagram account within four (4) days of the Competition closing requesting their postal address for delivery of their prize.
- c) Prizes will be mailed via Australia Post to the selected winners. The Promoter is not responsible for delivery after the prize has been sent.
- d) The Promoter takes no responsibility for faulty products once delivered.

7 PRIZE CONDITIONS

- a) The winners of the Competition will be determined by the Promoter's Marketing and Brand team based on the most creative and humorous plant name. Entries will be judged after 3.00pm (AEST) on Friday 24 July 2020. The entries at the time of draw that are deemed not to have complied with these terms and conditions will be invalid.
- b) All prizes are non-transferable and not redeemable for cash. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal value.
- c) If there is no response from a winner or there are unclaimed prizes, those prizes will be awarded to the participants determined to be runners-up in the Competition. Participants determined to be runners-up who are awarded a prize will be notified on Monday, 24 August 2020.

8 TAXES

Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Participants should seek independent financial advice prior to entering the Competition if winning the prize is of concern.

9 PRIVACY

- a) If a Participant chooses to enter or take part in the Competition, the participant may be required to provide the Promoter with personal information about themselves.
- b) By entering the Competition, the participant consents to the collection, use and disclosure of his or her personal information in the manner outlined in these Terms and Conditions.
- c) The information participants provide will be used by the Promoter for the purpose of conducting the Competition. The Promoter may disclose participants' personal information to contractors it engages to assist it in conducting the Competition or communicating with participants.



- e) Participants can access the personal information the Promoter holds about them by contacting the Promoter on 1300 657 657 or at enquiries@hunterwater.com.au. The Promoter's full Privacy Statement is available on request or on the "hunterwater.com.au" website.
- f) If a participant would prefer that the Promoter does not use or disclose the participant's personal information in the way outlined in these Terms and Conditions and/or retain their personal information for the purposes described herein, the Participant should contact the Promoter on 1300 657 657 or at enquiries@hunterwater.com.au.
- g) By entering the Competition the Promoter has the right to 'share' participants' posts on Hunter Water's digital channels, including Facebook and Instagram.
- h) If a participant considers that any personal information that the Promoter holds about the participant is inaccurate or if at any time the participant's details change, the participant may contact the Promoter on 1300 657 657 or at enquiries@hunterwater.com.au and the Promoter will take reasonable steps to ensure that such personal information is corrected. The Promoter will take reasonable steps to keep personal information secure from misuse, interference, loss or unauthorised access, modification or disclosure.

10 PUBLICITY MATERIALS

It is a condition of entry that the Promoter has the right to publicise the names, characters, likeness or voices of any participants for any promotion or matter incidental to the Competition.

Participants may be required by the Promoter to participate in photo, recording, video and/or film session(s) (the "publicity materials") and acknowledge that the Promoter has the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit, unless that person advises the Promoter at the time of entering the Competition that he/she wishes to retain his/her anonymity.

Participants also acknowledge that the publicity materials may be provided for the purposes of promotional display.

11 COPYRIGHT

By entering into this Competition, all participants:

- a) assign to the Promoter all rights including present and future copyright in their entries into the Competition and the publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future;
- b) agree not to assert any moral rights in respect of their entries into the Competition and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title; and
- c) undertake to the Promoter that their entry is not in breach of any third party intellectual property rights.

12 TAMPERING AND OTHER MATTERS

- a) If for any reason the Competition is not capable of running as planned as a result of any technical failures, unauthorised intervention or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper



conduct of this Competition, the Promoter reserves the right to the fullest extent permitted by law and subject to any written directions from a regulatory authority (if any)to:

- i) disqualify any individual who (whether directly or indirectly) causes the same; and/or
 - ii) cancel, terminate, modify or suspend the Competition.
- b) The Promoter accepts no responsibility for any error, omission, interruption, late, lost or misdirected entries not received by the Promoter due to technical disruptions, network congestion or any other reason.

13 DECISION'S FINAL

The Promoter's decisions and any actions in relation to the Competition are final and cannot be contested. No correspondence or discussion with participants or any other person will be entered into.

14 RELEASE AND INDEMNITY

To the extent permitted by law, all participants release from, and indemnify the Promoter and its personnel against all liability, cost, loss or expense arising out of acceptance or use of a prize(s) or participation in the Competition, including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

15 EXCLUSION OF PARTICIPANTS

The Promoter reserves the right to exclude any person from participating in the Competition because the Promoter deems that the behaviour of a person may bring the Promoter's brand into disrepute.

16 TERMINATION OF COMPETITION

The Promoter may vary the terms and conditions of or terminate the Competition at any time at its absolute discretion without liability to any participant or other person. The Promoter will not award the prize if the Competition is terminated.

17 FAILURE TO ENFORCE TERMS AND CONDITIONS

A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or participant.