

Southbound Festival 2016

“Helicopter with Hermitude” Competition Legal Terms and Conditions

PROMOTER:

The promoter of the “Helicopter with Hermitude Competition” (the “Competition”) is Southbound Festival (ABN 84 078 320 409).

CONDITIONS OF PARTICIPATION:

The competition is open to all entrants worldwide who are over 18 years of age.

PERIOD OF THE COMPETITION:

3pm AEDT, 23rd December 2016 to 5pm 26th December 2016, inclusive. No entries submitted outside this period will be accepted.

PROCEDURE & PRIZE:

1. To identify their participation in contests, users must:
 - I. Follow entry instructions as required by Pilerats
 - II. Enter details including name, date of birth, email address and mobile phone number
- Southbound Festival management and Pilerats will select and decide upon the one (1) winner from the best entry that fulfils all requirements. The winner will be chosen at the sole discretion of the aforementioned.
- After 5PM on Monday 26th December, Southbound Festival management will contact the winners via phone and email. If it is clearly impossible to contact the winners within three days, the organization will be free of any liability and may choose another winner.
- The winner of the “Helicopter with Hermitude” competition will win
 - I. 2 x three day Happy Camper tickets to Southbound 2016
 - II. 1 x Skydiving pass
 - III. Transfers to and from Southbound site to Busselton Airport
- The winner is able to decide one (1) friend they wish to share in the prize who will receive the second ticket (Happy Camper).
- The winner will receive their tickets as decided in correspondence between the organiser and the winner. If Southbound Festival, having used reasonable efforts, is unable to contact the winner prior to 10AM Tuesday 27th 2016 then the prize will be forfeited. The judge’s decision is final and no correspondence will be entered into.
- Acceptance of a prize by a Winner constitutes permission for Sunset Events and Southbound Festival to use the winners’ name for advertising, marketing and promotional purposes without compensation, unless otherwise prohibited by law.
- All costs of travel to and from the Festival as well as food and accommodation expenses linked to this competition will be met by the winners.
- The date and time of the skydive will be determined closer to the event. Scenic Helicopters have the right to change and/or cancel the scheduled flight due to inclement weather.

- Band members of Hermitude have the right to refuse the opportunity to skydive with the promo winners.

GENERAL CONDITIONS

1. By participating, the entrants agree to be bound by these Terms and Conditions.
2. Southbound Festival reserves the right to request that the winner provides their, proof of identity and proof of age. In the event that the winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
3. In participating in the prizes, the winner agrees to participate and co-operate as required in all marketing activities relating to the promotion, including but not limited to being interviewed and photographed. The winner grants Southbound Festival a perpetual and nonexclusive license to use such footage and photographs in all media and the winner (and their companion) will not be entitled to any fee for such use. The winner agrees that they will not sell or otherwise provide their story and/or photographs to any media or other organisation.

PROTECTION OF PERSONAL DATA

1. By participating in the competition, the participants accept that the contents and comments that are to be published on this network may be shared with other users of Instagram and other social networks.
2. Participation in a competition of this nature implies acceptance of the Instagram rules.

RESPONSIBILITIES

1. Ownership (including intellectual property rights) in all entries is assigned to Southbound Festival upon submission of the entry and remains the property of Southbound Festival.
2. Southbound Festival and event organisers hereby expressly reserve the right to eject the winner (and/or his/her companion) or refuse an element of the prize for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
3. Southbound Festival reserves the right to not use the winning entry (or any entry) if deemed not to be appropriate.
4. In the event that a winner fails to satisfy any of the Terms and Conditions, that prize winner shall not be entitled to the prize and Southbound Festival may at its discretion award the prize to another entrant in accordance with the Terms and Conditions, or choose not to award the prize.
5. A prize must be taken as stated and is not exchangeable and not redeemable for cash.
6. If the specified prize becomes unavailable for any reason, Southbound Festival may, but is under no obligation to substitute a prize of like or equal value.
7. Any tax payable as a result of a prize being awarded or received will be the prize winner's responsibility.
8. Southbound Festival takes no responsibility for the loss of the prize (or the inability of the prize winner to use the prize) due to incorrect or imprecise delivery details provided by the prize winner, or otherwise.

9. To the extent permitted by law, Southbound Festival makes no representations or warranties as to the quality, suitability, merchantability of the prize.
10. All entries remain the property of Southbound Festival. Where consent is provided by an entrant, Southbound Festival reserves the right to use the entrant's personal details to make contact and/ or forward further information about Southbound Festival and its festivals. Southbound Festival will not use the entrant's personal information for any other purpose without their consent unless required or authorised to do so by law.
11. Southbound Festival assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of entries.
12. Southbound Festival and its related entities, employees, contractors, servants or agents shall not be liable for and accept no responsibility for any accident, loss, injury or damage to any individual or property arising out of any act or omission, whether negligent or otherwise in conjunction with the Competition or a prize occurring either during or after the Competition.
13. Participation in the Competition constitutes the entrant's unconditional agreement to and acceptance of the Terms and Conditions. The entrant is responsible for ensuring his or her familiarity with the Terms and Conditions. Southbound Festival's decision not to enforce a specific restriction does not constitute a waiver of that restriction or of the Terms and Conditions generally.
14. Southbound Festival may, at its own discretion, amend these Terms and Conditions if and when required and such amendments shall be effective upon being live on the <http://www.southboundfestival.com.au/> webpage. By entering you agree to be bound to any amendments in the Terms and Conditions so please ensure that you review these Terms and Conditions for any updates.
15. Entries will be disqualified if they do not comply with the stipulated conditions, or if despite complying with them they may infringe personal rights, or may be offensive or discriminatory.
16. Participants in the competition must have an Instagram account and comply with the conditions of that network. <http://instagram.com/legal/terms/>.
17. The organizers also reserve the right to report and request the removal of the picture if any image violates personal rights, is offensive or discriminatory.
18. The competitors assign the image rights to their photographs so that Southbound Festival may use them in any of the communication and publication channels it considers necessary.
19. Participation in this promotion implies full acceptance of these rules and specific submission to the interpretative decisions made regarding them by Southbound.
20. Winners will conduct the prize elements at their own risk and will be bound by further conditions of Scenic Helicopters.