

## Merrifield Instagram Competition: Terms & Conditions

In these terms and conditions these defined terms have the following meanings:

Adjudicator	An employee or agent of the Promotor who has been appointed by the Promotor to judge the Merrifield Instagram Competition.
Eligible Entrant	An entrant participating in the Merrifield Instagram Competition who, at the sole discretion of the Promotor and the Adjudicator, satisfies the requirements of PART A of these terms and conditions.
Eligible Entries	An entry by an Eligible Entrant.
Eligible Prize Winner	An Eligible Entrant entitled to receive a Prize in accordance with these terms and conditions.
First Prize	A Merrifield Picnic Rug and a \$200 Visa Gift Card.
Merrifield Instagram Competition	This completion governed by the terms and conditions set out herein.
Prize	A collective reference to the First Prize and the Second Prize.
Promotion Period	The period commencing at <i>2pm</i> on 06/10/18 and ending at <i>4pm</i> on 06/10/18
Promotor	Ascotown Pastoral Company P/L (ACN 116 959 365)
Second Prize	A Merrifield Picnic Rug, limited to 50 in number and to be won by the first 50 Eligible Entrants.

### PART A – Entry into the Promotion

1. To validly enter, an Eligible Entrant must, during the Promotion Period:
  - a. log into Instagram;
  - b. ensure their Instagram profile is set to “public” so we can see your entry;
  - c. post a photo take at Pinnacle Park, Merrifield;
  - d. write a caption for the photo that includes the location photographed, tag **@merrifieldmelbourne** and use the hashtag **#mymerrifield**;
  - e. an Eligible Entrant is permitted unlimited entries;
  - f. offensive content as deemed by the Promotor (in its sole discretion) will not be permitted as an entry;

- g. the time of entry will be deemed to be the time it is received by the Promoter; and
  - h. satisfy any other requirement of the Promotor.
2. By participating in the Merrifield Instagram Competition an Eligible Entrant confirms its acceptance to the terms and conditions set out herein.

## Judging of Entries

- 3. Judging will be conducted by the Adjudicator (at the Adjudicator's sole discretion) and will take place on Monday, 8 October 2018 before 5pm at the office of the Promoter.
- 4. Eligible Entries will be judged based on the creativity and photograph quality.
- 5. The Adjudicator's decision will be final and no correspondence will be entered into.
- 6. Chance plays no part in determining the winning entry.

## The Prizes

- 7. The Eligible Entrant who's Entry is adjudged the best Entry shall receive the First Prize.
- 8. The maximum First Prize value, based on the retail value as at 6 October 2018.
- 9. No compensation will be payable if an Eligible Prize Winner is unable to receive, redeem or use the relevant Prize.
- 10. Prizes are not exchangeable or redeemable for cash or other goods or services.
- 11. A Prize cannot be transferred to any other person without the express written consent of the Promoter.
- 12. Notwithstanding multiple Eligible Entries by an Eligible Entrant, that Eligible Entrant is only entitled to receive one Second Prize.
- 13. If the Prize (or any part of the Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a Prize to the equal value and/or specification.

## Promotor Rights and Limit of Liability

- 14. The Promotor is not responsible for any lost, late or misdirected entries;
- 15. The Promotor reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who tampers with the entry process. Failure by the Promotor to enforce any of its rights at any stage does not constitute a waiver of those rights

16. The Promotor reserves the right to at any time amend, vary or change (without reference or notice to an Eligible Entrant or any other party):
  - a. The Prize;
  - b. Any term or condition contained in these terms and conditions.
17. Failure by the Promotor to enforce any of its rights at any time does not constitute a waiver of those rights.
18. Except for any liability that cannot be excluded by law, the Promotor (including the Adjudicator, its officers, employees and agents) excludes all:
  - a. Statutory liability;
  - b. Representations, conditions and warranties implied by custom, the general law or statute;
  - c. liability for negligence, any personal injury and any loss or damage whether direct, indirect, special or consequential (including economic loss, loss of revenue, loss of opportunity, loss of goodwill), arising in any way out of the Merrifield Instagram Competition, including, but not limited to:
    - (i) any variation in value in the event that Prizes are replaced in accordance with these terms and conditions;
    - (ii) any tax liability incurred by an Eligible Entrant; or
    - (iii) use of the Prizes.

## Notification of the winner

19. The winner of the First Prize will be notified by the Promotor by 5pm, 8 October 2018. Instructions for Prize redemption will be provided by the Promotor thereafter.
20. The Second Prize shall be made available to Eligible Prize Winners on 6 October 2018.