

TERMS & CONDITIONS SHV X SEXPO AUSTRALIA 2022

GAME OF SKILL - EMOJI

1. Information on how to enter this customer survey competition (“Promotion”) and prize details form part of these Terms and Conditions. Entry into this Promotion is deemed acceptance of these Terms and Conditions.

2. The Promoter is Sexual Health Victoria (ABN 97 379 402 182) of 901 Whitehorse Road, PO Box 1377, Box Hill Victoria 3128. Promoter’s website: <https://shvic.org.au/>

3. The Promotion commences at 9:00am AEST on 4 September 2022 and ends at 11:59pm AEST on 16 September 2022 (“Promotion Period”).

4. Entry is open to New South Wales and Victoria residents, aged 18 years and over who respond to the social media promotional campaign during the promotional period. Directors, officers, employees, agents and contractors of the Promoter and other agencies or companies associated with the Promotion and their immediate families are not eligible to enter this Promotion. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

5. Only one (1) entry is permitted per day of giveaway. Only five (5) entries in total are permitted across promotional competition period.

6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

7. In order to enter the Promotion, participants need to undertake the following steps during the Promotional Period:
 - a. Follow Sexual Health Victoria (@sexualhealthvictoria) on Instagram during the promotional competition period.

- b. Like and comment on the promotional post at time of promotional competition period.
 - c. Comment using emojis to best describe your personality.
8. Incomplete or indecipherable entries will be deemed invalid.
 9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
 10. The judging will take place at Sexual Health Victoria of 901 Whitehorse Road, PO Box 1377, Box Hill Victoria 3128, commencing on 12 September 2022. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on creative merit of the answer provided to the promotional question, as well as the quality of the response.
 11. Total prize pool is valued at AUD\$750. Prizes, or any unused portion of a prize, are not transferable, refundable, or exchangeable and cannot be taken as cash.
 12. Sexual Health Victoria does not take any responsibility in the event of Sexpo Australia 2022 being cancelled or postponed. Tickets won are only valid for Sexpo Australia 2022.
 13. The judges' decision in relation to any aspect of the Promotion will be final and binding on every person who enters. No correspondence will be entered into.
 14. The prize winners will be notified daily from 12 September 2022 to 16 September 2022 by social media correspondence.
 15. The prize winners must claim their prize prior to 30 September 2022.
 16. If the Promoter cannot contact a prize winner, or if a prize does not accept or claim their prize by the Prize Claim Date, that prize winner's entry will be deemed invalid, and the next best entry, as determined by the judge(s) shall be awarded the prize and notified accordingly.
 17. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to emojis, comments, recordings, and images. The Promoter shall not be

liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:

- (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
- (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
- (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
- (d) the Content is the original work of the entrant that does not infringe the rights of any third party;
- (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that they have the full authority to grant these rights; and or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

18. If due to any reason whatsoever the Promoter becomes aware that a winner has not complied with any of the Promotion's Terms and Conditions, that winner will have no entitlement to the prize, and will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.

19. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

20. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an

unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

21. The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.

22. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States and Territories of Australia (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter’s control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.

24. Entrants acknowledge and consent to the entrant’s personal information being used by the Promoter and agencies and companies associated with the Promotion for the purpose of conducting this Promotion, distributing the prizes, marketing activities related to the Promoter, and for the purposes specified in the Promoter’s privacy policy. The Promoter’s privacy policy is available [here](#). The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant’s personal information to any entity outside of Australia.

