Nylex Big Splash Photo Competition

Full terms and conditions

Information on how to enter form part of the terms and conditions of entry. Entry into the competition is deemed acceptance of these terms and conditions.

1. Promoter

The promoter is the Ames Australasia Pty Ltd, ABN: 89 169 427 061, 1/660 Doncaster Road, Doncaster, VIC 3108, Phone: 1800 335 019

2. Entries

Entry is open to all residents of Australia. Entrants must be able to provide a physical address in Australia and a valid phone number. Employees and their immediate families of Ames Australasia Pty Ltd and their agencies and companies associated with the promotion are ineligible to enter the competition. There is no limit on the maximum number of entries per Instagram account.

The competition commences at 9.00am (AEST) on Saturday 29 September 2018 and closes at 11.59pm (AEST) on Monday 26 November 2018.

3. How to enter

- **Step 1:** Take a creative photo at the Nylex brand activation at Bunnings Warehouse, or eslewhere featuring a Nylex product.
- **Step 2:** Follow @nylexwatering on Instagram and/or Facebook.
- **Step 3:** Upload the photo to Instagram and/or Facebook with the hashtag and #nylexbigsplash (your privacy settings must be set to 'public' for us to retrieve your photo).

Only entries submitted via the Instagram or Facebook application and which are appropriately hashtagged will be accepted. Photographs submitted must be original works.

4. Prize details

1 x \$2000 Flight Centre travel voucher

5. Judging

The prize will be drawn after Monday 26 November 2018 at 1/660 Doncaster Road, Doncaster VIC 3108.

If the winner is under the age of 18 years, the prize will be awarded to their parent or legal guardian.

The competition is a game of skill and chance plays no part in the selection of the winner. Submissions will be judged on creativity and originality. Judge's decision is final and no correspondence will be entered into. Prizes cannot be transferred or be redeemed for cash.

The promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions of entry or who has, in the opinion of promoter, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the promotion and/or promoter. The promoter reserves the right to disqualify a winner if the promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

Entries must be received by 11.59pm (AEST) Sunday 25 November 2018. The promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.

6. Costs and expenses

Entrants are responsible for any and all expenses incurred in entering the competition.

7. Use of images:

All images published on Instagram and/or Facebook with #nylexbigsplash may be moderated and displayed on marketing material, website and social media channels of Ames Australasia and its associated partners. These images and associated usernames will be public to all.

By entering the competition and accepting the terms and conditions you agree that you hereby license the rights to use your photo submission to Ames Australasia and its associated partners on any of its websites or social media channels, or for advertising and promotion of its products, services, and/or its company in any media now known or hereafter developed in perpetuity in exchange for no compensation of any kind.

8. Use of personal information:

By entering the competition and accepting the terms and conditions, you agree that Ames Australasia may use your personal details for the purpose of conducting the competition, including the use of your Instagram name in promotional formats.

By entering the competition, you give Ames Australasia permission to contact you via Instagram or Facebook if you are a winner of the competition for the purpose of distributing your prize to you.

The promoter reserves the right to request winners to provide proof of identity and proof of residency at the nominated prize delivery address. Identification considered suitable for verification is at the discretion of the promoter.

The promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.

9. Notifying winners

The promoter shall endeavour to contact the winners via their Instagram or Facebook account within one week of the prize draw. In the event that the winner/s cannot be contacted after one month, an alternate winner/s will be selected and the original winner/s will forfeit any prize.

10. General

The promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s, except for any liability which cannot be excluded by law.

The promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any written direction given under state regulation.

In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.

This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook.

Participation in this competition assumes the acceptance of the Instagram and Facebook terms and conditions, found at http://instagram.com/legal/terms/ and https://www.facebook.com/terms.php.