

## **PacificAus Sports Oceania Sevens Jersey Giveaway Competition Terms and Conditions**

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ENTERING THE COMPETITION.

### **Competition Name**

1. The PacificAus Sports Oceania Sevens Jersey Giveaway Competition (the Competition) is a competition run by the Commonwealth of Australia through the Australian High Commission in Suva, Fiji.

### **Competition Period**

2. The Competition will run from 1000 FJT, 18 June to 1700 FJT, 24 June 2021 (Competition Period).

### **Eligibility**

3. Entry into the Competition is free and is open to:
  - a. Anyone resident in Fiji during the competition period.
4. Employees of the Australian High Commission Suva, its contractors and/or their immediate family members are ineligible to enter the Competition. Immediate family member means a spouse, defacto partner, child, grandchild, parent, grandparent and/or sibling (and their spouses).
5. The Australian High Commission Suva reserves the right to verify the eligibility of each Entrant and to exclude and/or disqualify any Entrant who does not meet the eligibility requirements. By entering the Competition, the Entrant warrants that he or she is eligible.

### **Entering the Competition**

6. To enter the Competition each Entrant must, during the Competition Period:
  - a. Provide a comment (on the Australian High Commission in Suva's Facebook Post competition announcement post) wishing TeamFiji success at the Tokyo Olympic Games 2021.
7. Each Entrant is only permitted to enter the Competition once.

### **Content Criteria**

8. For an entry to be considered valid and eligible for judging it must meet the following content criteria:
  - a. Comment must be from a genuine personal Facebook account.
  - b. Comment must not contain negative or indecent language

## **Judging Criteria**

9. All valid entries will go into the draw to win one of the competition prizes. Winners will be drawn at random by the Australian High Commission Suva. The first six valid entries drawn will win one of the competition prizes, to be awarded in the order listed in paragraph 11.
10. Entries which the Australian High Commission Suva determines have involved fraudulent practices, such as false email addresses or fake Facebook accounts to allow multiple entries by the same person, or any other illegitimate behaviour to gain advantage over other entrants, will be disqualified from the Competition.

## **Competition Prize(s)**

11. Six Olympic rugby 7s jerseys (*One of the very first new jerseys of the Fijian Men's or Women's Olympic Sevens teams, signed copies of the Australian Men's and Women's Olympic Sevens Teams jerseys; and one of the very first Oceania Barbarians Men's and Women's Sevens team jerseys.*)
12. The Prize is given "as is" without any warranty, and is not transferable or exchangeable for cash. The Embassy reserves the right to substitute the Prize with another prize of similar value if the original prize is not available.
13. Unless otherwise specified in these terms and conditions, the Australian High Commission Suva will not be responsible for any costs associated with the award, acceptance, receipt or use of the Prize, including any cost of travelling to redeem the Prize.

## **Notification and collection of Prize**

14. The Australian High Commission Suva will announce the winner of the Competition by tagging them on a post on the Australian High Commission Suva's Facebook page (Australia in Fiji) after the end of the Competition Period.
15. The Australian High Commission Suva will also notify the winner by private message on Facebook within two business days of announcing the result. At this time, the Australian High Commission will seek the winner's details (name and age) (Personal Details) and contact details, to organise collection of the Prize. The winner must provide the Personal Details and contact details within a week (7 days) of the request by the Australian High Commission Suva.
16. The Prize must be collected from the Australian High Commission Suva at the first opportunity.
17. If the winner fails to provide the Australian High Commission Suva with his or her Personal Details and contact details within the required timeframe, or fails to collect the Prize in accordance with paragraph [16], the winner will forfeit the Prize and the Australian High Commission Suva reserves the right to select another winner, in accordance with these terms and conditions.

## Intellectual property

18. The Entrant warrants that his or her entry has not been copied, recreated, reproduced or derived from any other work and that the entry does not infringe on any other legal, intellectual property or privacy rights of any third party. The Entrant indemnifies and holds harmless the Australian High Commission Suva from any and all claims by any third party arising out of the use of the Entrant's entry, including but not limited to claims of infringement or violation of the intellectual property or privacy rights of the third party.
19. The Entrant grants the Australian High Commission Suva a non-exclusive, royalty-free, worldwide, irrevocable, non-transferable, perpetual licence to use, modify, copy, delete from, add to, publicly display and/or reproduce, the Entrant's entry, in whole or in part, in any medium, now or at any time in the future for any purpose.
20. The Entrant grants the Australian High Commission Suva the right to use his or her Personal details, likeness, comments and/or entry for promotional purposes without payment of additional consideration, except where prohibited by law. This includes but is not limited to announcing the result of the Competition and publishing the name of the winner on the Australian High Commission Suva's Facebook page or website.

## Privacy

21. Personal information associated with the entry and/or winning of the Competition (including, but not limited to, the Entrant's name and relevant social media alias) will be collected, used and disclosed (including on Facebook by the Australian High Commission Suva) for promotional, marketing and publicity purposes in connection with the Competition. This personal information will be stored by the Australian High Commission Suva on a secure electronic database and will be destroyed once it is no longer required for these purposes. If this information is not collected, the Australian High Commission Suva will be unable to enter the Entrant into the Competition. For further information regarding how the Australian High Commission Suva will handle this information, please consult our Privacy Policy at: <http://dfat.gov.au/about-us/about-this-website/pages/privacy.aspx> .
22. The Entrant acknowledges that while the Australian High Commission Suva will disclose this information to Facebook for promotional, marketing and publicity purposes in connection with the Competition, the Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. The Entrant should refer to Facebook's own privacy policy for further information as to how Facebook will handle the Entrant's personal information. The Entrant also acknowledges that by agreeing to [the Australian High Commission Suva disclosing their personal information to overseas recipients including Facebook, if Facebook breaches the Australian Privacy Principles, the Australian High Commission Suva will not be accountable under the *Privacy Act 1988* (Cth) and the Entrant will not be able to seek redress under that Act.

## Indemnities

23. The Entrant agrees to indemnify, release and hold harmless the Australian High Commission Suva and Facebook from any liability, damages, losses or injury resulting in whole or in part, directly or indirectly, from the Entrant's participation in the Competition and the acceptance, use or misuse of any Prize that may be won.

24. The Australian High Commission Suva is not responsible for content that third parties publish, post, upload, distribute, disseminate or otherwise transmit via social media services. The Australian High Commission Suva accepts no liability whatsoever arising from or connected to the currency, accuracy or completeness of any material posted on social media sites or elsewhere on the internet and disclaims all responsibility for any loss or damage which may arise from the use of information provided via social media services.

#### **Amendments and cancellation**

25. The Australian High Commission Suva reserves the right to, at its absolute discretion and without prior notice, vary, amend, delete or supplement any of these terms and conditions and the Entrant's continued participation in the Competition amounts to acceptance of any revised terms and conditions. The Entrant should check the Australian High Commission Suva website on a regular basis for any changes to these terms and conditions. If an Entrant does not agree to a change, he or she may withdraw from the Competition by sending us an email to [Public-Affairs-SUVA@dfat.gov.au](mailto:Public-Affairs-SUVA@dfat.gov.au)
26. The Australian High Commission Suva reserves the right to, for any reason and without any obligation to state a particular reason, cancel, terminate, modify or suspend the Competition. In the event of such cancellation, termination, modification or suspension, the Australian High Commission Suva may at its absolute discretion elect not to award any Prize in respect of the Competition. The decision of the Australian High Commission Suva to cancel, terminate, modify or suspend the Competition will not give rise to any liability to pay compensation of any nature to any Entrants.
27. The Australian High Commission Suva decision in relation to any aspect of the Competition is final and binding on every Entrant. No correspondence will be entered into.

#### **Governing law**

28. The Competition is governed by the laws of the Republic of Fiji.