

General 1. Participation in the Visiting Friends and Relatives #mymackay and #ourisaac campaign (“the Promotion”) is deemed acceptance of these Terms and Conditions.

2. The promoter of this Promotion is Mackay Tourism Ltd. (ABN 56 074 909 265) trading as Mackay Tourism in partnership with with Mackay Regional Council and Isaac Regional Council (“the Promoter”).

3. No purchase or payment is necessary to enter the Visiting Friends and Relatives Campaign and copies of Contest Rules are available on the Mackay Region website.

4. Entry is available to any age.

5. The Promotion commences at 6am, Friday 16th April 2021 and ends at 10pm(AEST) on Sunday, 30th May 2021 (“Promotion Term”).

6. Entrants must, during the Promotion Term – Share their favourite Mackay and/or Isaac image via their own Instagram profile with the hashtags #mymackay or #ourisaac - The image must be owned by the entrant - Reside in the Mackay or Isaac local government areas - Multiple entries are permitted.

7. It is a condition of entry to the Promotion that the images submitted may be used by the Promoter (Mackay Tourism, Mackay Regional Council and Isaac Regional Council) in any media for an unlimited period without remuneration for the purpose of promoting the Promotion (including any outcome), and promoting, advertising or marketing any product or services, distributed and/or supplied by the Promoter with credit to the entrant. Media may include printed material (ie. Coffee table book) and digital advertising (ie. Social media).

8. Employees of Mackay Tourism, their immediate families, media, agencies, sponsors and commercial partners or any other persons directly or indirectly connected with the competition are not eligible to enter the competition.

9. Fraudulent, illegible, illicit, offensive or incorrect entries will not be accepted (at the absolute discretion of Mackay Tourism).

10. The value of the prize pool is \$5996 and consists of three (3) separate prize packages per region (“the Prize Packages”) including*: 1st prize: DJI Mavic Air 4K drone and \$200 BCF voucher. 2nd prize: GoPro HERO9 and protective housing. 3rd prize: \$700 Camera House voucher.

11. The Prize Packages, or any unused portion of a Prize Package, are not transferable or exchangeable and cannot be taken as cash. The Prize Packages will not be reinstated, refunded or replaced.

12. The Prize Packages listed are subject to availability and may change at the discretion of the Promoter.

13. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize equal to the value and/or specification, subject to any written directions from a regulatory authority.

14. Each Prize Package is for a maximum number of people as listed in the individual prize conditions stated below.

15. Entries received during the Promotion Term will be combined in the “Entry Pool”.

16. The competition will close at 10pm (AEST) on Sunday May 30 2021 and winner(s) will be decided by Friday June 4. Late submissions will not be accepted.

17. Prize winners will be decided on through a combination of public votes and by a panel of judges – images will be judged on artistic merit, originality, subject and style. A shortlist of approximately 20 images will be selected. From the shortlist, the top 3 (three) winners for each hashtag will be chosen.

18. The winner(s) will be notified by private message from the Visit Mackay Facebook page and/or Instagram page.

19. Identification that includes a photograph (driver's licence, passport, student card) will be required when collecting the prize.

20. The winning entrant has 48 hours from the time and date of the notification to respond and claim the relevant prize. If the prize is not claimed within this time frame, the prize will be redrawn, and any previous winners will forgo claims to the prize.

21. The Promoter's decision is final, and no correspondence will be entered into.

22. The Promoter reserves the right, at any time, to verify the validity of entries, prize claims and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry or prize claim that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will 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.

23. It is a condition of accepting a Prize Package, that the winner consents to the Promoter using their entry and/or winning photos, name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the Promotion (including any outcome), and promoting, advertising or direct any products or services, distributed and/or supplied by the Promoter.

24. It is a condition of entering this competition that if your image is picked in the Top 20, it may be displayed to the public through an open gallery for a limited time.

25. It is a condition of entering this competition that your image may be used in the Mackay Tourism Discover Our Home coffee table book printed and distributed locally, with photo credit given, without remuneration.

26. Where a winner chooses not to accept a prize, they forfeit any and all claims to that prize, which will be dealt with at the absolute discretion of Mackay Tourism.

27. All prizes are accepted entirely at the risk of the winner and Mackay Tourism excludes all warranties in connection with any prize.

28. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to disqualify any entrant, or subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.

29. Except for liability that cannot be excluded by law, the Promoter (including its 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, including but not limited to, where arising out of the following; 1) Any technical difficulties or equipment malfunction (whether or not under the Promoter's control),

or 2) Any theft, unauthorised access or third-party interference, or 3) 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, or 4) Any variation in prize value that is stated in these Terms and Conditions, or 5) Any tax liability or excess costs incurred by a winner or entrant, or 6) Use of the prize.

30. Data and personal information collected, will be used by the Promoter in order to contact the Promotion winners and the Promoter may for an indefinite period, unless otherwise advised, use this data for promotional, marketing and advertising purposes without remuneration to the individual.

31. The Promotion is in no way sponsored, endorsed, administered by or associated with Facebook and/or Instagram.