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10k Give Away Dog Photo Competition Terms and Conditions

1. GENERAL

- a. Information on how to enter and the prizes form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.
- b. The Promoter of the A Furever Life Canine Training: 10k Give Away, Pet Pic Competition (the “**Competition**”) is A Furever Life, ABN 96 784 596 810, Level 1, 888 Brunswick Street, New Farm, Queensland 4005.
- c. Entry is open to residents of Australia over the age of 18 years.
- d. Employees of the Promoter and their immediate families (including spouse, parent, child or sibling, whether or not they live in the same house) and agencies associated with this Competition (including the printers, suppliers, providers and other agencies associated with this Promotion) are ineligible to enter.
- e. The Competition commences on 09.00 am AEST, 23 November 2020 and closes at 11:59pm AEST, 23 November 2020 OR when the promotor’s Instagram profiles (@shankirwin AND @a_furever_life) reach 10,000 followers. (the “**Competition Period**”).

2. HOW TO ENTER:

- a. To enter the Competition: Entrants must complete the following steps during the Competition Period:
 - i. Take a photo of their dog;
 - ii. Upload the photo to Instagram and tag @shankirwin and @a_furever_life in the post;
 - iii. Follow our Instagram accounts @shankirwin and @a_furever_life
- b. Entrants must continue to follow the Instagram accounts @shankirwin and @a_furever_life for the duration of the Competition Period.
- c. Entrants may submit multiple entries per Entry Period provided that each entry is unique.
- d. Photographs uploaded onto Instagram in accordance with clause 2(a) will be reviewed by the Promoter for approval. The Promoter reserves the right to report and remove any photos submitted which it deems inappropriate or offensive.
- e. Each entrant warrants that:

- i. their entry (including any photograph submitted) is their original work;
- ii. they own the copyright for their entry (including the photograph submitted);
- iii. their entry (including any photograph they submit) does not infringe the intellectual property rights of any third party or any applicable laws; and
- iv. no harm or injury was caused to the animal that is the subject of the photograph during the course of taking the photograph.
- e. Each entrant grants a worldwide, irrevocable, perpetual license to the Promoter to feature their submitted photograph in any of the Promoter's publications, websites and/or in any promotional material without further compensation.
- f. All photographs submitted to the Competition must show respect to the animal's integrity, and situations depicted in the photographs should not cause offence to pet and animal lovers, from a common sense perspective.

3.WHO MY ENTER

- a. The only persons who may enter and be awarded prizes are residents of the place and of the age specified in clause 1(c), and who are not, as per clause 1(d), employees of, or contractors to, the Promoter or any of its agencies involved with this competition, or members of the immediate family of such employees and contractors.
- b. "Immediate family" means spouse, de facto spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the employee/contractor.

4.DETERMINATION OF WINNER & PRIZES

- a. This Competition is a game of skill. Chance plays no part in determining the winners. All valid entries received will be reviewed by A Furever Life Canine Training and judged individually on their merits.
- b. Entries are deemed to be received at the time of receipt by the Promoter. Records of the Promoter are final and conclusive as to time of receipt.
- c. The top entry pursuant to sub-clause (a) will be awarded a prize subject to clause 4 ("**Winning Entries**").
- d. Final judging will take place before 5:00pm AEST on 23 November 2021 OR five days post the promotor's Instagram Accounts (@shankirwin AND @a_furever_life) reaching 10,000 followers. ("**Judging Date**") at the Promoter's offices located at Level 1, 888 Brunswick Street, New Farm, Queensland 4005.
- e. Final judging will be conducted by representatives of the Promoter ("**Judging Panel**"). The decision of the Judging Panel and interpretation of these terms and conditions is final and no correspondence will be entered into.
- f. The entrant who submits the Winning Entry ("**Winning Entry**") will be notified by Instagram direct message, and their Instagram handle will be published on the A Furever Life Canine Training and Shannon Kirwin's Instagram pages on or before the 25th of November 2021.
- g. The Winning Entrant should allow up to 14 working days after the Judging Date for the Promoter to complete verification of entries and arrange delivery of the prize.

5. PRIZES

- a. Total prize pool value is AUD \$2,000.
- b. The top Winning Entry will receive a Pooch Package voucher for Spicers Tamarind Retreat in the Orchard Villa valued at AUD\$1698 (Winner Prize).
 - i. The voucher is valid for two adults and is valid for mid week bookings on Sunday to Thursday and is subject to availability. The voucher is not valid for bookings on Friday or Saturday.
 - ii. The Pooch Package voucher is valid for 2 years from the date stated on the voucher and is subject to the Spicers Tamarind Retreat terms and conditions. *T&C's: Subject to availability.* [Click here for full terms and conditions.](#)
 - iii. Prize components may alter at the discretion of the promoter. Any change in the value of the prize between the publishing date and the date that the prize is claimed is not the responsibility of the promoter. Any alterations to travel plans may incur a rebooking fee.
 - iv. Food, beverages, and incidental expenses will be at the expense of the winner unless otherwise stated. Flights or travel expenses not listed above will be at the expense of the winner. No flights or transportation is included in the Winner Prize.
 - v. Should the winner change their nominated travel dates after booking, the winner shall be responsible for any additional costs or fees associated with the change of nominated travel dates. All costs associated with the prize which are not specified to be included in the Winner Prize, including but not limited to any transfer costs, meals cost, food and beverage costs, taxes, insurance and other ancillary costs, are the responsibility of the winner and their companion/s. The winner and any travelling companion/s are responsible for ensuring that they have all necessary travel insurance and documents to travel to the relevant place (including a current passport and Visa) if required. The promoter is not responsible for any cancellations, delay, or rescheduling of flights and any costs incurred as a result (including without limitation, accommodation costs) will be the sole responsibility of the winner.
 - vi. All components of the Winner Prize must be taken together or otherwise are deemed to be forfeited. Travel is subject to availability at the time of booking.
 - vii. The prize winner acknowledges that the Winner Prize, or any component of the Winner Prize, maybe subject to the standard terms and conditions of the individual prize supplier(s) and maybe subject to additional terms and conditions imposed by third parties. The winner must become acquainted with any such additional terms and conditions prior to accepting the prize. The promoter does not accept any responsibility and is not responsible for any additional conditions imposed on the taking of the Winner Prize by the third party, or for the breach of those conditions by any person. The acceptance of the Winner Prize creates a relationship between the prize winner and the individual prize supplier(s) and the Promoter is not responsible for, and accepts no liability in relation to, any loss, damage or claim that may be incurred by the prize winner as a result of the prize winners decision to accept the prize.
- c. All prizes are not transferable or exchangeable and are not redeemable for cash.
- d. In the event that any prize becomes unavailable for reasons beyond the Promoter's control, the Promoter, in its complete discretion, may substitute the prize with a prize of equal value.
- e. Any tax liability arising from this Competition will be the responsibility of the prize recipients.

f. The information that the entrant provides will be used by the promoter for the purposes of conducting the competition, and to periodically keep entrants informed about goods and services provided by the promoter, related entities and service providers. By entering this competition entrants consent to the use of their contact details for the purposes described in this clause. The promoter may use or disclose entrant personal information to related entities or other appropriate third-party in accordance with its [Privacy Policy](#) available on its internet site at www.afureverlife.com

g. In participating in the prize activity, the winner agrees to participate and cooperate in all editorial activities relating to this promotion, including but not limited to being interviewed, video recorded and photographed. The winner agrees to grant the Promoter and its related entities a perpetual, exclusive licence to use such audio, footage, and/or photographs in all media worldwide and the winner will not be entitled to any fee for such use. The winner agrees that they will not sell or otherwise provide their story, video, and/or photographs to any media or other organisation before or after acceptance of the prize.

h. Entrants consent to the Promoter and its related entities using their name, likeness, image and/or voice in the event they are a prize winner (including photographs, 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 products manufactured, distributed and/or supplied by the Promoter or its related entities.

i. The Promoter will use its best endeavours to provide the prize as listed. If the prize (or any elements of the prize) is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute the prize (or part of the prize) with equivalent value and/or specification, subject to any written directives from a regulatory authority.

6. Miscellaneous

a. If for any reason the competition is not capable of being conducted by the Promoter as intended, whether because of computer virus, mobile phone failure, bugs, tampering unauthorised intervention, fraud, technical failures, or any other cause beyond the control of the Promoter in which in the Promoter's opinion affects the administration of the competition, security, fairness, or integrity, the Promoter may in its sole discretion, cancel, modify, or amend any aspect of this competition or its terms, subject to applicable laws.

b. Any decisions made by the Promoter regarding the Competition (including but not limited to selection of the Winning Entries) are final, and no correspondence will be entered into, including in the event of a dispute. Failure by the Promoter to enforce any of its rights with respect to the Competition at any stage does not constitute a waiver of these rights.

c. The Promoter reserves the right at any time to request verification of age, identity, residential address, and employment status of any entrant, conformation that the entrant complied with these conditions, and any other information relevant to the entrants entry into or participation in the competition. Verification is at the discretion of the Promoter, who's decision is final.

d. The promoter reserves the right to, at any time, at its sole discretion, disqualify any entrant who the Promoter has reasonable reason to believe has breached any of these conditions, tampered with the entry process, or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Competition. Genuine errors and omissions may be accepted at the promoters discretion. The promoters legal rights to recover damages or other compensation from such an offender are reserved.

e. If for any reason the competition is interfered with in any way, or is not capable of running as planned due to any reason beyond the control of the Promoter, (including but not limited to) technical difficulties, unauthorised intervention, natural disaster, pandemic or similar event, or fraud, the Promoter, at its discretion, and to the fullest extent permitted by law to:

- i. Modify, suspend, terminate, or cancel the Competition; or
- ii. Disqualify any entrant whom the promoter reasonably believes is involved in conduct of the nature described above.

f. The Promoter has no control over internet or mobile telecommunications, network lines, bugs, viruses, or server problems, and accepts no responsibility for any problems associated with them, for any reason.

g. Nothing in these conditions limits, excludes, or modifies, or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the AISC Act or similar protection laws in the state 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 Competition.

h. Except for any liability that cannot by law be excluded, including 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 or indirect, special or consequential, arising in any way out of:

- i. Any technical difficulties, telecommunications processes, or equipment malfunction (whether or not under the promoter's control);
- ii. Any theft unauthorised access or third party interference;
- iii. Any entry 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;
- iv. Any variation in prize value that is stated in these conditions;
- v. Any tax liability incurred by a winner or entrant; or
- vi. Use of a prize.

i. Any cost associated with participating in this Competition, including (but not limited to) accessing the A Furever Life Canine Training Instagram page or Shannon Kirwin Instagram Page is the entrants responsibility.

j. By participating in the competition:

- i. Entrants agree that ownership of any intellectual property contained or included in their entry is assigned to the promoter.
- ii. Entrants consent to the Promoter using their name, likeness, image and/or voice in any media for an unlimited period without remuneration for the purpose of promoting the Competition (including any outcomes), and promoting any products manufactured, distributed and/or supplied by the promoter for a indefinite period.

k. Subject to the promoter's privacy obligations, all entries become the property of the Promoter and will not be returned. Details from entries will be collected and used by the Promoter for the purpose of conducting the competition (which may be disclosed to third parties, including but not limited to agents, contractors, service providers, and prize suppliers, for the purpose of processing and conducting the Competition) and for promotional purposes surrounding the Competition. Entry is conditional on provision of this information. By entering this Competition, entrants consent to the use of their information as described, and consistent with A Furever Life's privacy policy [Privacy Policy](#), and agree that the Promoter may use this information, or may disclose it to another organisation that may use it, in any media for future promotional purposes without any further reference or payment to the entrant, for an indefinite period unless otherwise advised. By entering the promotion, unless otherwise advised, each entrant also agrees that the Promoter may use their personal information submitted during the course of the Competition for future promotional marketing and publicity purposes

without any further reference, payment or other compensation to the entrant. Entrants may access, change and/or update their personal information by contacting the Promoter by email on the email listed below. training@afureverlife.com.

l. The laws of Queensland, Australia apply to this competition to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Queensland, Australia.

m. A Furever Life is a registered Australian business. Instagram is a registered trademark owned or used under licence by Facebook Inc. and other third parties.

n. This competition is in no way sponsored, endorsed, or administered by, or associated with Instagram or Facebook Inc. Entrants understand they are providing their information to the Promoter and not Instagram or Facebook Inc. The information an entrant provides will only be used for the purpose outlined in these conditions. Any questions, comments, or complaints about this Competition must be directed to the Promoter and not Instagram or Facebook Inc. Instagram and/or Facebook Inc. will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the Competition (including taking/ use of a prize), except for any liability which cannot be excluded by law.