

# SPRUKE Art Competition Rules and Conditions



## General

1. The promoter of this contest is the Brisbane Ukulele Musicians Society Inc (“Promoter”) (ABN 67 543 803 454), 31 Belfry Place, Oxley QLD 4075.

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

3. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.

**4. Eligibility:** This Campaign is open to residents of Queensland, Australia. Entrants must be able to attend the SPRUKE Art sessions at SPRUKE Brisbane’s Ukulele Festival on 30/09/2017 and 1/10/2017. Entrants must be 13 years of age or older as of the date of entry. Entrants under 18 years of age as of the date of entry require a parent or guardian’s permission and accompaniment to attend the SPRUKE Art Activation. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

**5. Agreement to Rules:** By participating, the Contestant (“You”) agree to be fully and unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of the Promoter as final and binding as it relates to the content of this Campaign.

**6. Campaign Period:** Entries will be accepted online starting on Thursday 14 September 2017, Midday 12:00 PM, UTC+10:00 and ending Sunday 24 September 2017, Midnight 12:00AM, UTC+10:00.

## 7. How to Enter:

Go to the SPRUKE <https://www.facebook.com/SprukeFestival/>

Find the Competition Post

LIKE and COMMENT on the post

The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the Promoter. You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of the promoter.

**8. Prizes:** The Winner(s) of the Campaign (the “Winner”) will receive one place in one of three sessions of the SPRUKE Art Activation at SPRUKE 2017 Brisbane’s Ukulele Festival.

— Saturday 30 September (9:30am — 11:30am)

— Saturday 30 September (12:30am — 2:30am)

— Sunday 1 October (9:30am — 11:30am)

There are 36 places available to be won. At the allocated session, the Winner will receive one Mahalo ‘Rainbow’ Series soprano sized ukulele valued at \$38. The specifics of the prize shall be solely determined by the Promoter. No substitution of prize or request for the cash equivalent by Winner is permitted.

Winners under 18 years of age or older as at the date of entry must be accompanied by a parent or guardian.

Winners will not be given the opportunity to select which session they are allocated. Sessions and colours of ukuleles will be allocated at the discretion of the Promoter.

Any and all prize-related expenses shall be the sole responsibility of Winner.

The Promoter reserves the right to request winners to provide proof of identity in order to claim a prize. Proof of identification, and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered. Acceptance of prize constitutes permission for the Promoter to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**9. Odds:** The odds of winning depend on the number of eligible entries received.

**10. Winner Selection and Notification:** Winner will be selected by a random drawing under the supervision of the Promoter. Winners will be notified by messenger and announced on the SPRUKE Facebook page 25/09/2017. The Promoter shall have no liability for a Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 5 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT THE PROMOTER'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**11. Rights Granted by You:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that the Promoter, anyone acting on behalf of the Promoter, and the Promoter's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.

**12. Terms & Conditions:** The Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond the Promoter's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, the Promoter may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the Promoter. The Promoter reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. The Promoter has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, the Promoter reserves the right to seek damages to the fullest extent permitted by law.

**13. Limitation of Liability:** By entering, You agree to release and hold harmless the Promoter and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

**14. Disputes:** THIS Campaign IS GOVERNED BY THE LAWS OF AUSTRALIA AND QUEENSLAND, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Queensland having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

**15. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Brisbane Ukulele Musicians Society Inc website. To read the Privacy Policy, <http://bit.ly/2eR21Ac> click here.

**16. Winners List:** To obtain a copy of the Winner's list or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Media Manager, Brisbane Ukulele Musicians Society Inc, 1 Kuppa Street, Virginia QLD 4014. Requests must be received no later than Thursday 28 September 2017, Midnight 12:00AM, UTC+10:00.

**17.** The Campaign hosted by the Promoter, Brisbane Ukulele Musicians Society Inc, is in no way sponsored, endorsed, administered by, or associated with Facebook.