



# HELLO GOLD COAST FRONT COVER CONTEST

## TERMS & CONDITIONS

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NO PURCHASE IS NECESSARY TO ENTER OR WIN.

**1. Eligibility:** This Contest is open only to those who upload a photo at <https://1.shortstack.com/Lvw1kR> and who are 18 years of age or older as of the date of entry. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

**2. Agreement to Rules:** By participating, the Contestant ("You") agree to be fully 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 HelloStraya Pty Ltd as final and binding as it relates to the content of this Contest.

**3. Contest Period:** Entries will be accepted online starting at 9am on Friday 21st of September (Australian Eastern Standard Time (AEST), UTC +10) and ending at 5pm on Sunday 21st of October (AEST; UTC +10). The winner will be contacted by email on the Monday 22nd of October (AEST; UTC +10).

**4. How to Enter:** The Contest must be entered by submitting an entry using the online form provided at <https://1.shortstack.com/Lvw1kR>. The entry must fulfil all Contest requirements, as specified, to be eligible to win. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of HelloStraya Pty Ltd. You must provide the information requested. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of HelloStraya Pty Ltd.

**5. Prizes:** The Winner of the Contest (the "Winner") will have their photo on the Front Cover of the Hello

Gold Coast magazine, Summer Edition 2018–19 (1st December 2018 – 31st March 2019). The specifics of the prize shall be solely determined by HelloStraya Pty Ltd. No cash or other prize substitution shall be permitted. The prize is non-transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by the Winner is permitted. Acceptance of prize constitutes permission for HelloStraya Pty Ltd to use the Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**6. Winner Selection and Notification:** The Winner will be selected by HelloStraya Pty Ltd, trading as Hello Gold Coast. The Winner will be notified by email within one (1) day following selection of Winner. HelloStraya Pty Ltd shall have no liability for the Winner's failure to receive notices due to spam, junk e-mail or other security settings or for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner cannot be contacted, is ineligible, fails to claim the prize within three (3) 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 the Winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. Any violation of these official rules by the Winner (at HelloStraya Pty Ltd's sole discretion) will result in Winner's disqualification as Winner of the Contest, and all privileges as Winner will

be immediately terminated.

**7. Rights Granted by You:** By entering this Contest, You understand and agree that HelloStraya Pty Ltd, and anyone acting on behalf of HelloStraya Pty Ltd, 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, image, statements about the Contest, and biographical information for news, publicity, information, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent. By entering this Contest, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of HelloStraya Pty Ltd. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless HelloStraya Pty Ltd from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which HelloStraya Pty Ltd may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

**8. Terms & Conditions:** HelloStraya Pty Ltd reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond HelloStraya Pty Ltd's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, HelloStraya Pty Ltd may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by HelloStraya Pty Ltd. HelloStraya Pty Ltd 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 Contest or violates these Terms & Conditions. HelloStraya Pty Ltd has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to: 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 Contest may be a violation of criminal and civil laws. Should such attempt be made, HelloStraya Pty Ltd reserves the right to seek damages

to the fullest extent permitted by law.

**9. Limitation of Liability:** By entering, You agree to release and hold harmless HelloStraya Pty Ltd and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, successors, employees, 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 Contest 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 Contest; (v) electronic or human error in the administration of the Contest or the processing of entries.

**10. Disputes:** This Contest is governed by the laws of Australia and Queensland, without respect to conflict of law doctrines. As a condition of participating in this Contest, 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 Contest, 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 Contest). Participant further waives all rights to have damages multiplied or increased.

**11. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the HelloStraya Pty Ltd website. To read the Privacy Policy, [click here](#).

**12. Facebook:** The Contest hosted by HelloStraya Pty Ltd is in no way sponsored, endorsed, administered by, or associated with Facebook.

**13. By uploading your photo at <https://1.shortstack.com/Lvw1kR>, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Terms & Conditions.**