

CONDITIONS OF ENTRY 2018

1. Information on how to enter and prizes form part of these Conditions of Entry. Registration for and/or participation in this competition is deemed acceptance of these Conditions of Entry. Acceptance of these Conditions of Entry is a condition of entry to this competition.
2. For the avoidance of doubt, this is a game of skill and chance plays no part in determining the winners.
3. Entry to this competition commences on 10/09/2018 at 12:00 PM (Midday) AEDT and closes on 10/12/2018 at 12:00 PM (Midday) AEDT (Entry Period).
4. Entry to this competition is open to:
 - (a) Australian residents with a live human child (who is also an Australia resident) aged from 3 years to 16 years as at 10/09/2018 (Eligible Child); and
 - (b) Australian residents who are appointed legal guardian to an Eligible Child.
5. Employees of the Promoter and the Promoter's suppliers, related bodies corporate and agencies associated with this Promotion (and those employees' immediate families) are ineligible.
6. To enter the competition entrants must visit the BCF Young Anglers Search website (<https://www.bcf.com.au/s/bcf-au/content-pages/bcf-young-anglers-competition.html>), register as an entrant, upload a photograph of their Eligible Child, fill in the entry form online and submit it to the BCF Young Anglers Search website. Photographs must be in jpeg, gif or png format and less than 15MB in size.
7. No person other than the Eligible Child can appear in entered photos.
8. The Eligible Child's age is to be determined as at 10/09/2018.
9. Entrants may only enter a photograph of their Eligible Child. Entrants must own the copyright of any photograph uploaded or otherwise be entitled to use the photograph in this way. An Eligible Child may only be entered once for the competition and any Eligible Child depicted in an entry must be decently presented.
10. Entrants warrant and agree that, without limitation:
 - (c) they will not submit any material (including without limitation, the entry itself, images, answers to questions, posts or comments and whether on the BCF Young Anglers Search website or elsewhere in relation to this competition or any entrant or entry) (Content) that is unlawful or fraudulent or that may be in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, politically incorrect, violent, abusive, harassing, threatening, racist, ageist, sexist, objectionable with respect to religion, origin or gender, not suitable for children under 16, or otherwise unsuitable for publication in the context of this competition;
 - (d) they will only submit Content which they have personally created or have the right to submit;
 - (e) their entry will not contain viruses or cause injury or harm to any person or entity;
 - (f) they are the parent and/or legal guardians of the Eligible Child depicted in the entry;

- (g) they will comply with these Conditions of Entry and with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems;
- (h) they hereby waive (or must procure the waiver of) any and all moral rights that may vest in the photographs and that the Promoter is not required to attribute the photographs to the entrant nor any other third party in any use of the photographs by the Promoter pursuant to these Conditions of Entry;
- (i) they have the full authority to grant to the Promoter the rights referred to in these Conditions of Entry; and
- (j) they will indemnify the Promoter against all costs and claims by third parties arising from a breach these Conditions of Entry.

11. Entrants agree:

- (a) they are fully responsible for the Content which they submit. The Promoter may, in its sole discretion, determine whether an entry will be posted, or remain posted on its websites. The Promoter reserves the right to vet or remove any Content at any time in its absolute discretion. However, the Promoter is not responsible for any Content uploaded to the site and visitors to the site view it at their own risk. Notwithstanding any decision by the Promoter to post Content on its website, the terms and warranties set out in these Conditions of Entry continue to apply;
 - (b) to waive, and hereby do waive, any legal or equitable rights or remedies they have or may have against the Promoter with respect to the entries and Content they submit and their use of the Promotion Website, and agree to indemnify and hold the Promoter, its officers, agents and affiliates harmless to the fullest extent allowed by law regarding all matters related to their use of the site;
 - (c) to report abuse, harassment, inappropriate content or privacy complaints by emailing ymm@superretailgroup.com. The Promoter reserves the right to remove any Content from the Promotion Website and invalidate any associated entry without prior notice and for any reason it sees fit in its sole discretion, including if properly notified that such material infringes on another's intellectual property rights.
12. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including the Eligible Child). Without limitation, entrants agree to provide a copy of the Eligible Child's birth certificate to the Promoter upon request. The Promoter has the right to invalidate any entry which it considers to be (or may be) in breach of these Conditions of Entry. Promoter's decision in relation to all aspects of the promotion is final and no correspondence will be entered into.
13. Each fortnight from 10/09/2018 to 10/12/2018 (inclusive), the Promoter will select a fortnightly winner from all entries received during the previous calendar fortnight and which remain on the Promotion Website at the time of judging (Winning Entry). This is a game of skill and chance plays no part in determining the Winning Entry's. Each entry will be individually judged by representatives of the Promoter based on the photograph included with the entry.
14. The fortnightly Winning Entry will receive a \$200 BCF gift voucher. Fortnightly prizes are valued at \$200.00 each. Prizes are provided for use by the winners and not for re-sale.
15. Fortnightly winners will be announced on the BCF website and Facebook page at 10am AEDT on the day of judging.

16. This is a game of skill and chance plays no part in determining the winners. Each entry which remains on the Promotion Website at the time of judging will be individually judged by representatives of the Promoter based on the photograph included with the entry, any additional images that have been provided at the Promoter's request and the potential suitability of the Eligible Child to represent the Promoter in future advertising and promotional campaigns.
17. All winners will be notified individually by email using details provided in the entry form. The winners may also be announced in other media, for example, in a television program and entrants consent, in the event that they are a winner, to participate with their Eligible Child, in such reasonable announcements as requested by the Promoter.
18. Prizes will be awarded to the winning entrants, being the Eligible Child's parent or legal guardian. Prizes are not transferable or exchangeable and cannot be taken as cash.
19. If requested by the Promoter, winners will sign a legal disclaimer on reasonable terms determined by the Promoter as a condition of taking any prize.
20. All entrants consent to the use of their name and any other Content they submit, including the first name and photographs of their Eligible Child, by the Promoter for an unlimited period and for any purpose including promoting, publicising or marketing the Promotion Website and this competition including any outcome of this competition in any media including at the BCF website and BCF Facebook page. Without limitation, the Promoter may continue to make the Promotion Website available for viewing by the public after the end of the competition, but will allow entrants to remove their entry after the end of the competition. The Promoter shall ensure that any such use is reasonable and reputable. The opportunity to participate in the competition and the chance to win a prize constitutes the entire consideration payable by the Promoter in respect of such use.
21. The prizes and gifts constitute the entire consideration payable by the Promoter in respect of the winners' and their Eligible Child's participation in the Promoter's 2018 Young Anglers Search and any use (in perpetuity) of photographs entered or images (whether photographic or video) produced, including in subsequent marketing, advertising or promotional materials or campaigns. Without limitation, the winners and each Eligible Child of a winner will not be entitled to any additional modelling fees, talent fees or other payment in respect of the campaign shoot or the use of their photographs or images by the Promoter. The Promoter shall have sole discretion in relation to the use or non-use of each winning entry and the selection of images for its marketing, advertising and promotional campaigns. The Promoter also has the unlimited, perpetual right to use such images for internal non-commercial purposes.
22. If for any reason this Promotion is not capable of running as planned, including but not limited to tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserve the right in its sole discretion, subject to any written directions given by any relevant authority in each State and Territory, to cancel, terminate, modify or suspend the Promotion.
23. The Promoter may, in its sole discretion, disqualify any entries from, and prohibit further participation in this Promotion by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the Promotion or acts in violation of these conditions, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.

24. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise.
25. The Promoter and associated agencies and companies (and their officers, employees and agents) will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using any prize or gift, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
26. Any change in the value of the prizes occurring between the date of these terms and conditions and the date the prizes are claimed is not the responsibility of the Promoter.
27. All entries will be the property of the Promoter. The information entrants provide will be used by the Promoter for the purpose of conducting this competition. The Promoter may disclose Entrants' personal information to contractors and agents to assist in conducting this Promotion, to communicate with Entrants and where relevant, to State and Territory gaming authorities. Winners' names will be published if required under the relevant lottery legislation. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988 and the Promoter's Privacy Policy available at <https://www.bcf.com.au/customer-service/privacy-policy.html>. Entrants can access their personal information by contacting the Promoter's Privacy Officer at 751 Gympie Road, Lawnton QLD 4501 or in accordance with the Promoter's Privacy Policy.
28. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.
29. The Promoter is SRG Leisure Retail Pty Ltd ACN 110 667 411 (trading as BCF), of 751 Gympie Road, Lawnton QLD 4501. Phone: 1300 880 764