

## 2017 Queensland Small Business Week Social Media Challenge, presented by Australia Post and the Office for Small Business, Queensland Government

### Terms and Conditions

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1. Information on how to enter the 2017 Queensland Small Business Week Social Media Challenge, presented by Australia Post and the Office for Small Business, Queensland Government (Competition) forms part of the Terms and Conditions of entry.
2. Entry to the Competition is free.
3. The Entrant must be a minimum 16 years of age as at 15 May 2017.
4. Entrants aged less than 18 years must have permission to enter the Competition from their parent or legal guardian.
5. A maximum of two entries per Entrant may be submitted. Where there are more than two entries submitted by an Entrant, the first two entries will be deemed as Entries.
6. Entry is open to all residents of Queensland. The Department of Tourism, Major Events, Small Business and the Commonwealth Games (DTESB) reserves the right to require proof of residency from any shortlisted Entrant or prize winner.
7. Employees and their immediate families of the DTESB, contractors and sponsors of the 2017 Queensland Small Business Week are ineligible to enter.
8. The Competition commences on 07 April 2017 and ends at 11.59pm (AEST) on 15 May 2017.
9. **To enter**, film your innovative, unique and efficient idea and detail 'How you can make your business thrive' for your chance to win. Upload your (up to 60 second) video to Instagram, Facebook or Twitter and include the following hashtags in your description: #QLDsmallbiz #Time2thriveQLD. On your respective uploading platform, follow the [Business Queensland Facebook](#) (businessqldgov), [Business Queensland Instagram](#) (Business-Queensland), and/or [Business Queensland Twitter](#) (businessqldgov) page.
10. Finalists who are selected for the final round of judging, must submit the video to DTESB and formally agree to these Terms and Conditions. A representative will contact the finalists through their social media account to obtain an electronic copy of the competition entry and attain agreement to the Terms and Conditions of the Competition.
11. Entries must be uploaded by 11.59pm (AEST) on 15 May 2017.
12. Videos must be 60 seconds or less and no more than 4GB in size. Ideal file types are MP4 or MOV.
13. Entrant's videos may be shared on the DTESB's digital and social media platforms, including the Business Queensland website, Instagram, Facebook and Twitter. By entering this Competition, you are providing informed consent for your video to be shared.
14. The Entrant warrants the video only shows identifiable people who have consented to their personal information, including their image, being included in the video on these Terms and Conditions.
15. Videos must not include hate speech; profanity, obscenity or vulgarity; comments that could be considered prejudicial, racist or inflammatory; insensitive, inappropriate; nudity or offensive imagery; defamation to a person or people; name calling and/or personal attacks; videos whose main purpose is to sell a product; copyrighted materials; identifying information such as email addresses, phone numbers or private addresses; false representations of another individual, organisation, government or entity; promotion of a product, business, company or other entity. Any video considered by the Panel to have contravened this condition will be deemed ineligible to be judged.
16. All valid entries received by 11.59pm (AEST) on 15 May 2017 will be eligible to be judged for the prize.
17. The Panel is made up of this Competition's organisers, sponsors, mentors and supporting organisations.

18. The Panel may disqualify any Entrant on behalf of DTESB if they perceive in the video unlawful conduct or a breach of the spirit of these Terms and Conditions.
19. Late submissions will not be accepted.
20. DTESB will not be responsible for any lost entries or for any entries not received.
21. Prizes are not transferable or exchangeable.
22. If a finalist does not agree to these Terms and Conditions (whether implied or not) within 48 hours of being contacted, the opportunity to be a finalist will be forfeited.
23. If a prize is not claimed within four business days after the end of the 2017 Queensland Small Business Week, or if the winner cannot be contacted after reasonable efforts are made by DTESB using the information provided by the Entrant to enter the Competition, and within 10 business days after the end of the 2017 Queensland Small Business Week, it will be forfeited.
24. DTESB reserves the right to amend these Terms and Conditions at any time until 15 May 2017. The Competition will be governed by the laws of Queensland and the parties agree to submit to the jurisdiction of courts of Queensland.
25. DTESB is not responsible for and will not replace prizes lost in the process of being mailed to the Entrant, lost by the Entrant, and/or damaged or stolen.
26. DTESB does not accept any responsibility for misleading or incorrect information provided by third parties.
27. DTESB will not be liable to any person for any cost, loss, damage, liability (including tax liability), expense or claim arising whether directly or indirectly in connection with this Competition, and any goods supplied, except for any liability which cannot be excluded by law.
28. DTESB's decision on all matters pertaining to this Competition is final and binding and no correspondence will be entered into.
29. Entrants agree that DTESB may use their name for promotional purposes and agree to their name being shared on digital and social media platforms for the purpose of promoting 2018 Queensland Small Business Week. The 2017 Queensland Small Business Week Privacy Statement can be viewed [here](#).
30. The Entrant acknowledges and agrees that DTESB may:
  - use, licence, publish or reproduce the video in any form, including by social media (e.g. YouTube, Facebook, Instagram, Twitter and Flickr) for public relations, promotions, commercial and advertising in relation to the Competition and 2017 Queensland Small Business Week and 2018 Queensland Small Business Week; and
  - perform any act or omission that might otherwise constitute an infringement of the Entrant's moral rights under the Copyright Act 1968 (Cth); and
  - may perform any act or omission that might otherwise constitute an infringement of the moral rights under the Copyright Act 1968 (Cth) of any identifiable person who has consented to their personal information, including their image, being included in a video entered in this Competition pursuant to clause 12 of these Terms and Conditions.
31. This 2017 Queensland Small Business Week Challenge is being conducted using Facebook, Instagram and Twitter which are based in the United States of America. Information you post, tag or comment on, including photographs, will be transferred to these companies' server in the United States of America. By entering this Competition, you agree to this transfer.
32. To the extent permitted by law, the Entrant agrees to release and hold harmless, defend and indemnify DTESB, Facebook, Instagram and Twitter from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to the Entrant's participation in the Competition, any prize related activities, acceptance of a prize and/or use or misuse of a prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).
33. This Competition is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram or Twitter.

34. Entrants warrant that they have read carefully and understood these Terms and Conditions and their participation in this Competition is deemed acceptance of these Terms and Conditions.
35. The Panel will select a shortlist to be invited to an event in Brisbane on 19 May 2017.
36. DTESB or its contractor will notify the shortlist by direct messaging using the Entrant's respective Facebook, Instagram or Twitter profile.
37. Winners of the Competition will be announced during 2017 Queensland Small Business Week, 15 to 20 May 2017.
38. The first prize consists of a \$10,000 AUD (inclusive of GST) and a Mentoring for Growth panel session. The cash prize is payable via electronic funds transfer.
39. The second prize consists of access to an Australia Post business mentor for up to two hours of advice.
40. Prizes have a combined value of up to \$10,600 (inclusive of GST) and will be awarded to the entry judged by the panel as those which receives the most Facebook/Instagram/Twitter likes, the most innovative, unique and efficient small business concept, and which most reflects the 2017 Queensland Small Business Week theme, *'Time to Thrive'*.
41. If the winner is under the age of 18 years, the prize may be paid to the winner's parent or legal guardian in trust for the winner.
42. Submitted videos and documents are deemed to be the property of DTESB. Intellectual Property rights in the videos will remain the property of the Entrant, but the Entrant grants a non-exclusive royalty free, irrevocable, world-wide licence, including a right to sub-licence, in such intellectual property, for any purposes of DTESB, excluding commercialisation.
43. Documents and videos in connection with the Competition may be subject to disclosure under the *Right to Information Act 2009*, subject to the exemptions under the Act.
44. DTESB reserves the right, in its sole discretion, to modify, suspend, terminate or cancel the Competition, without compensation to any person.