

Mater Mothers' Private Brisbane Proud Mater Dad Campaign

Instagram Competition

Management and Guidelines

Proud Mater Dad is Mater Mothers' Private Brisbane and Mater Mothers' Private Redland Father's Day campaign, promoting brand awareness and engagement of the community across social media. The Instagram Competition will be focussed on building user generated content, with Mater Mothers' sharing their #ProudMaterDad during the week leading up to Father's Day.

Mater Mothers' followers will be instructed to share their special moments with their new baby and children. It is a condition of entry for the user to also include the hashtag #ProudMaterDad within the post, as this is what will grant them entry to the competition.

Mater will monitor the hashtag and tagged image uploads each day to select the best photos from the day. This will build a library of entries to select the grand winner come the end of the competition period.

Third-party platforms like Sprout Social are unable to monitor hashtag engagement. Therefore this will need to be managed manually by Mater throughout the campaign.

This competition is only available via Instagram.

Terms and Conditions of Entry

1. General Conditions

- 1.1. Submission of an entry into the Promotional Game constitutes acceptance of these Conditions of Entry.
- 1.2. Entries for the Promotional Game commence at 9:00:00 AM AEST Monday 26th August 2019 and close at 11:59:00 PM AEST on Monday 2nd September 2019 (Promotion Period). No entries will be accepted after the closing date.
- 1.3. The Promoter is Mater Misericordiae Limited, Raymond Terrace, South Brisbane Qld 4101, (ABN 83 096 708 922), Tel. 07 3163 1524.

2. Entry

- 2.1. Entry is open to persons aged 18 or over, who reside in Queensland. Mater Misericordiae Limited and subsidiary companies' employees are not eligible to enter.
- 2.2. Entry is free and no purchase is necessary to enter the Promotional Game.
- 2.3. To enter, Entrants must during the Promotion Period, upload a photo or short video of their baby onto Instagram and comment on the photo using the hashtag #ProudMaterDad.
- 2.4. The Entrant must be the legal guardian of the baby pictured in the image. By posting an image or video of a baby and commenting from that same Instagram account using #ProudMaterDad, the Entrant warrants that they are that child's legal guardian with full authority to publish images of the child.
- 2.5. To be eligible for judging, the Entrant must maintain a public Instagram profile for the duration of the Promotion Period. Photos or accounts marked as Private during the duration of the Promotion Period are not valid entries.
- 2.6. To avoid confusion, commenting on another Instagram user's account with the hashtag #ProudMaterDad will not constitute valid entry for the Instagram account holder where the image appears or for the Instagram user commenting with the hashtag.
- 2.7. To avoid confusion, photos or videos submitted by private message via Instagram will not constitute as a valid entry for the Instagram account holder.
- 2.8. Entrants may enter as many times as they like, however, each entry must be a different photo or short video.
- 2.9. Entrants must abide by Instagram's Terms of Use available at help.instagram.com

3. The Prize

- 3.1 There are two (2) major prize winners.
- 3.2 The major prize winner will receive a hamper of mater baby products, include skincare and nappies".

- 3.3 Mater Nappies are available in newborn first weeks (Size 0), newborn (Size 1), infant (Size 2), crawler (Size 3) and toddler (Size 4).
- 3.4 Upon Mater awarding the prize the Winner must specify their child's current nappy size and advise if they would like the prize fulfilled in one nappy size only or across two nappy sizes. The Winner will receive delivery of nappies in one scheduled delivery.
- 3.5 The total prize pool is valued at approximately \$400. Each runner-up prize is valued at approximately \$45.
- 3.6 The value of the Prize is accurate at the date of commencement of the Promotion Period. The Promoter accepts no responsibility for any variation in the value of the Prize after that date. The Prize cannot be transferred, exchanged or redeemed for cash. The Promoter retains the right to substitute the Prize with a prize of equal or greater value.
- 3.7 There is no cash alternative to the stated prize, and the prize is not transferable or refundable.
- 3.8 The Winners will be advised via Instagram on Thursday 5th September 2019 that their image has been selected as a Winning Image.
- 3.9 There are a total of two (2) Winners in the Promotional Game (Winners).
- 3.10 A full list of winners will be published on the Promoter's website www.matermothers.org.au on Thursday 5th September 2019.
- 3.11 If prizes remain unclaimed by 12:00:00 PM AEST Monday 9th September 2019 the Winners will be deemed to have forfeited their prize.

4. How to Win

- 4.1. All Entrants' images and videos are subject to judging by the Promoter.
- 4.2. Winning images or video will be selected based on their ability to show a special and beautiful moment in a baby's journey, as determined by the Promoter.
- 4.3. Entries will be judged on their merit, with Winners being chosen based on skill or originality.
- 4.4. User Images will be disqualified from judging at the Promoter's discretion if they:
 - 4.4.1 Are open to obvious misuse or misinterpretation
 - 4.4.2 Show the child in a fully nude state (to avoid confusion, the child must have their genitals covered, they must be wearing reasonable and appropriate clothing taking into account their perceived age and must be shown in a respectful and dignified manner)
 - 4.4.3 Are violent, nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive
 - 4.4.4 Contain trade-marks that are not owned by the Promoter, or where they show commercial products that are a direct competitor to the promoter or without consent of the product owner

- 4.4.5 Are submitted through an Instagram or Facebook account where the account (including but not limited to Instagram handle or previous posts) is offensive or not in line with the values of the Promoter or the spirit of the Promotional Game as determined by the Promoter
- 4.4.6 The Promoter believes that the Entrant has not complied with the Intellectual Property and User Image Conditions set out in these Conditions of Entry.
- 4.5 The Promoter's decision is final and no correspondence will be entered into, including in the event of a dispute.
- 4.6 The Promoter reserves the right to validate the authenticity and ownership of entries and to disqualify any entrant for tampering with the entry process.
- 4.7 This is a game of skill and chance plays no part in determining the winners.

5. Intellectual Property and The User Image or Video

- 5.1 By uploading an image or video (the User Image or Video) onto Instagram and commenting on that photo or video with the hashtag #ProudMaterDad the Entrant agrees for the Promoter to use the User Image or Video in their Promotional Game and advertising, and in doing so the Entrant automatically grants to the Promoter, its affiliates and sub-licensees a royalty-free, perpetual, irrevocable, non-exclusive, sub-licensable, transferable right and license to use the User Image or Video in any manner and in all media (whether now known or later devised) throughout the world in perpetuity, without compensation, restriction on use, attribution or liability. This includes not only the right to use the User Image or Video to publish the User Image or Video, but also the rights to edit, adapt, modify, change, add to, detract from, reproduce, distribute, prepare derivative works of, display and perform the User Image or Video and to use the User Image or Video for any purpose, including but not limited to commercial purposes. The Entrant warrants that they have the full authority to grant these rights.
- 5.2 If the Entrant has any moral rights (or similar rights) in respect of the User Image or Video that they submit, the Entrant consents to the Promoter using the User Image or Video and Instagram handle from time to time in any way we wish (even if that use is contrary to those rights), including making material alterations thereto and exploiting them with or without attribution. Immediately on such moral rights beginning to exist, the Entrant waives those rights in perpetuity, to the maximum extent permitted by law. If any other person has moral rights in respect of the User Image or Video that the Entrant submits, the Entrant must ensure that they agree to the above before the Entrant submits the User Image or Video.
- 5.3 The Entrant agrees that they are fully responsible for the User Image or Video they submit. To the full extent permitted by law, the Promoter assumes no responsibility or liability which may arise from the transmission of any unlawful information or User Image or Video. The Promoter shall not be liable in any way for the Entrant's User Image or Video. The Entrant shall be solely responsible for their own User Image or Video and the consequences of providing that User Image or Video to the Promoter
- 5.4 The Entrant warrants and agrees that:
 - 5.4.1 The Entrant will not submit a User Image or Video that is unlawful, fraudulent, inaccurate, false, misleading or deceptive, or that the Promoter may deem to be in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, hateful, discriminatory, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;

- 5.4.2 The Entrant will obtain prior consent from any person or entity, or in relation to any property that may appear in their User Image, which may include friends or family that appear in any photograph provided, and in the instance of the User Image or Video featuring persons under 18 years of age that the Entrant is that person's legal guardian;
- 5.4.3 The Entrant's User Image or Video shall not contain viruses or cause injury or harm to any person or entity; and
- 5.4.4 The Entrant will comply 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.
- 5.5 The Entrant agrees that unless otherwise indicated and with the exception of User Image or Video as appropriate, all copyright in the information and materials contained on the Mater Mothers Website and within the Mater Mothers Instagram account (including but not limited to any text, images, audio, or video), together with any trade marks, logos or any other material in which intellectual property rights are capable of subsisting, as featured herein, is owned by the Promoter, or otherwise reproduced by it with the permission from the relevant owner or licensee, as the case may be. The Website, Facebook and Instagram account, or any portions thereof, may not be reproduced, or adapted, modified, duplicated, copied, sold or otherwise exploited for any commercial purpose without the prior written consent of the Promoter.

6. Other Conditions

- 6.1 The Promoter accepts no responsibility for entries not received for any reason, or for any difficulties experienced in submitting an entry to this Promotional Game.
- 6.2 The Promoter and its associated agencies or companies accept no responsibility for lost, late, stolen, damaged or misdirected entries.
- 6.3 If any act or omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Conditions of Entry, the Promoter will not be liable for any failure to perform or any delay in performing its obligations and the Promoter reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend the Promotional Game. Notice of any amendments will be published on the Mater Mothers website www.matermothers.org.au.
- 6.4 If for any reason the Promotional Game is not capable of running as planned, due to causes including but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of the Promotional Game, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Promotional Game.
- 6.5 The Promoter accepts no responsibility for any tax liability incurred as a result of participating in this Promotional Game. Any tax liability arising as a result of accepting any Prize is the responsibility of the Winner.

- 6.6 The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained as a result of receiving, taking or using any Prize except for any liability which cannot be excluded by law.
- 6.7 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 whatever reason.
- 6.8 Any entry that is lodged by automatic, repetitive, robotic, programmed or similar methods will be deemed void (as determined in the absolute discretion of the Promoter).
- 6.9 All entries remain the property of the entrant, as governed by Instagram's Terms of Use.
- 6.10 By entering the Promotional Game the entrant consents to the Promoter's privacy policy available at www.mater.org.au/Home/Privacy. The Promoter is required to collect personal information about the entrant under the gaming laws in Australia in order to conduct the Promotional Game. The Promoter collects the entrant's personal information for the purposes of administering the Promotional Game, notifying and announcing the Winners and receiving from the Promoter's future communications by email including newsletters, special offers and promotions from Mater unless otherwise advised by the entrant, and of marketing the Promoter's products and services, including by direct marketing techniques. The Promoter may disclose the entrant's personal information to third parties including those involved in the administration of the Promotional Game, notifying and announcing the Winners, the supply of Prizes, the relevant gaming authorities. If the entrant does not provide the required personal information to the Promoter, the entrant cannot enter the Promotional Game. The entrant may access and correct the personal information about the entrant held by the promoter by writing to the Promoter at the address below. By entering this Promotional Game the entrant consents to the collection, use and disclosure of his or her personal information as set out in these Conditions of Entry.
- 6.11 Entrants consent to the Promoter using their name, entered image and Instagram handle (if their entry was submitted via Instagram) in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this Promotional Game (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter. By entering this Promotional Game entrants consent to the use of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional, marketing and publicity purposes without any further reference or payment to the entrant. Entrants may access, change and/or update their personal information and obtain a copy of the Promoter's privacy policy by contacting the Promoter on 07 3163 1524 during office hours.
- 6.12 Failure of the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 6.13 This Promotional Game is in no way sponsored, endorsed or administered by, or associated with Instagram. The information the Entrant provides will only be used by the Promoter's and their associations for marketing purposes associated with the Promoter.
- 6.14 The section headings contained in these Conditions of Entry are included for convenience only, and shall not limit or otherwise affect these Conditions of Entry.