

**TERMS AND CONDITIONS**  
**Internode Fringe VIP**

1. **Internode Pty Ltd** (ABN 82 052 008 581) of Internode House, 150 Grenfell Street, Adelaide SA 5000 (“we” or “us”) are responsible for conducting the ‘**Internode Fringe VIP**’ (“the Competition”).
2. By entering into this Competition you agree to these Terms and Conditions.
3. A copy of these Terms and Conditions can be read at [www.internode.on.net/fringevip](http://www.internode.on.net/fringevip)

**Competition Period**

4. The Competition commences at 9am AEST on Thursday 11 February 2016 and closes at 11.59pm AEST on Friday 11 March 2016 (“Competition Period”).
5. There are 4 Judging Periods within the Competition Period.

**Conditions of Entry**

6. Entry is open to Australian residents in NSW and ACT aged 12 years or over at the date of entry. If you are under 18 years old, you need to obtain consent from your parent or guardian to enter and to provide your personal information to us. Employees (and their immediate family) of Internode Pty Ltd, iiNet Ltd, Adelaide Fringe and the TPG Telecom Group are ineligible to enter.
7. To enter the Competition, upload or post a link to either your art work, your music, or your creative writing, then use the hashtag #FringeVIP on Facebook, Twitter or Instagram during the Competition Period (“Entry”). You will need to include enough detail with your Entry so that we can identify and contact you.
8. You agree to abide by Facebook, Instagram and/or Twitter terms of use. You can see the terms for Facebook at [www.facebook.com/legal/terms](http://www.facebook.com/legal/terms), Instagram at [help.instagram.com/478745558852511](https://help.instagram.com/478745558852511), and Twitter at [twitter.com/tos?lang=en](https://twitter.com/tos?lang=en).
9. You can enter as many times as you like during the Competition Period.
10. You warrant that each Entry is an original work created solely by you, that the Entry does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity and that no other party has any right, title, claim, or interest in the Entry.
11. We reserve the right to check the validity of all Entries and to disqualify you if we reasonably believe that your Entry does not comply with these Terms and Conditions or the Entry process has been tampered with.
12. Entries that are considered, in our absolute discretion, to be unlawful, defamatory, abusive, obscene, sexist, racist or otherwise inappropriate will be deemed invalid and rejected. We reserve the right to provide law enforcement bodies with the objectionable Entry and the entrant's personal information.

**How to Win**

13. The Competition is a game of skill. Chance plays no part in determining the winners. Each Entry will be judged according to its originality and creativity.
14. The two Entries determined by us to be the most original and creative Entry from the Entries posted during that Judging Period will each win a double pass to the Fringe Club valued at approximately \$50 (ex. GST) (“Prize”).
15. Winners will be determined at 2pm AEST Level 14, 201 Kent Street, Sydney NSW 2000 on the following dates:

<b>Judging Period</b>	<b>Judging Day</b>
11 to 16 February 2016	Wednesday 17 February 2016
17 to 23 February	Wednesday 24 February 2016
24 February to 1 March	Wednesday 2 March 2016
2 March to 9 March	Friday 11 March 2016

16. If the winner cannot be contacted by 5pm the day after the Judging Day, they forfeit the Prize. The Entry judged by us to be the next best Entry will become the Winner ("Replacement Winner"). If we are unable to contact the Replacement Winner within 2 business days, that Replacement Winner will forfeit the Prize.
17. If a Prize is forfeited by a winner (for whatever reason), we may conduct further judging until a Replacement Winner is successfully contacted by us and awarded the Prize.
18. Our decision on all aspects of this Competition is final and no discussion will be entered into.

#### **The Prizes**

19. A total of 8 Adelaide Fringe Prizes to be won. These Prizes do not include any other expenses, such as costs to travel to the Adelaide Fringe Festival.
20. The Prizes are not transferable or exchangeable for cash. Any unused portion of the Prize will be forfeited. If any element of the Prize becomes unavailable, we reserve the right to substitute the Prize with another prize of equal or similar value.
21. We may require that a winner provide acceptable identification before awarding a Prize.
22. We are not responsible for any failure or inability on the part of any winner to redeem a Prize.

#### **Personal Information and Intellectual Property**

23. By entering this Competition you agree to us collecting, using and/or disclosing your personal information for the purposes of the Competition. We will handle your personal information in accordance with our privacy statement which is available at [http://www.internode.on.net/about/legal/privacy\\_statement/](http://www.internode.on.net/about/legal/privacy_statement/)
24. You agree to us publishing your name and entry (and, if requested, a photograph of you), free of charge, in any media (including social media) for the purpose of promoting this Competition and/or our products.
25. We recognise that you retain ownership of the copyright in each of your Entries. You grant us a perpetual, non-exclusive, irrevocable licence to use the entry in all media throughout the world for marketing and promotional purposes in connection with the Competition.

#### **Right to amend**

26. We reserve the right to suspend, cancel or modify the Competition if necessary, due to circumstances beyond our reasonable control. We will take reasonable steps to notify you of any such change.

#### **Release**

27. Nothing in these Terms and Conditions limits, excludes or modifies the consumer guarantees provided under the *Competition and Consumer Act (2010)* or any other statutory rights that you have that cannot lawfully be excluded.
28. To the extent permitted by law, we exclude and you irrevocably release us and our employees and contractors from, all liability for any loss or injury suffered by you in connection with your participation in the Competition or any of your activities in connection with any Prize that you win as a result of your participation in the Competition, except where such loss or injury is caused by our negligence.
29. We are not responsible for any incorrect or inaccurate information, either caused by promotional website users or by any of the equipment or programming associated with or use in this Competition, or by any technical error that may occur in the course of the administration of this Competition. We are not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of Entries.

#### **Governing Jurisdiction**

30. These Terms and Conditions are governed by the laws of New South Wales.