

## **Blackfella Films & Message Sticks Film Festival**

Subscription drive

*Win a trip to the 2012 Message Sticks Indigenous Film Festival Gala at the Sydney Opera House!*

Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. Entry is open to all residents of Australia who are 18 years of age or over.
3. The competition commences on 1 May 2011 at 8:00 AEDT and concludes on the 31<sup>st</sup> of May 2011 at 11:59 AEDT.
4. The competition will be advertised at [www.blackfellafilms.com.au/messagesticks/](http://www.blackfellafilms.com.au/messagesticks/) and Message Sticks marketing materials including social media.
5. To enter, participants must log onto [www.blackfellafilms.com.au/messagesticks](http://www.blackfellafilms.com.au/messagesticks) and register their details including (but not limited to) name, address, phone number, e-mail address to gain one entry into the draw. Entries can also be made on the official entry form distributed at the Message Sticks events.
6. Incomplete entries will be deemed invalid. Entrants in the competition may enter as many times as they like with unique email addresses or physical residential or work addresses. Only 1 entry per unique address.
7. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
8. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
9. The prize includes:
  - 2 x Economy seat flights from an Australian Capital City or regional town, to Sydney, Australia (value up to \$1000)
  - 2 x nights standard hotel accommodation (up to the value of \$500)
  - 2 tickets to the 2012 Message Sticks Gala at the Sydney Opera House (value \$150)

Total prize value is up to = \$1650 (including GST)

11. The Prize cannot be redeemed for cash.

12. Unless expressly stated in these terms and conditions all other expenses become the responsibility of the winner.

13. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

15. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.

16. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned while using the prize.

17. In consideration for the Promoter awarding the prize to the winner, the winner hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the winner's participation in any aspect of the prize (Works). The winner acknowledges that the Promoter is free to use the Works and to exercise its rights in relation thereto and the winner will not be entitled to any fee for such use.

18. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's image and/or voice, as recorded, photographed or filmed by or on behalf of the Promoter to appear in connection with any media or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.

19. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.

20. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.

21. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize. The Promoter is not responsible for any tax implications that may arise as a result of the winner accepting the prize.

22. Each valid entrant who has entered the competition over the duration of the promotional period will be entered into the draw. One valid entrant will be drawn at random to become the winners. The draw will take place at Blackfella Films Sydney Office on the 31st August 2011 at 3pm.

23.The winner will be notified within 2 days of the draw.

24.Prizes will be awarded to person named in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry

25.Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.

26.Subject to any direction given under relevant State legislation, an unclaimed prize draw will take place at Blackfella Films Sydney Office on the 7<sup>st</sup> of June 2011 at 3pm . The winner will be notified of their prize.

27.The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.

28.It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.

29.In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.

30.The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct, indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

31.The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

32. Blackfella Films assumes no responsibility 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, and reserves the right to take any action that may be available.

33.If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any

causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, 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 competition, subject to any written direction given under State Regulation.

34. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion. Blackfella Films will use this information to add to its data base which will regularly be used to promote Blackfella Films projects.

35. Blackfella Films is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winner). The entrant's personal information may be disclosed to Blackfella Films for this purpose. If you are not willing for this to occur you cannot participate in the Promotion.

36. The Promoter will also hold the personal information the entrant provides through this promotion. If the entrant consents, it may also be disclosed to the Promoter's employees, related companies and agents for the provision of marketing services and to help keep you informed of the products and services offered by the Promoter (by direct mail, telephone or electronic messages). You have a right to access personal information the Promoter holds about you.

37. The Promoter is Blackfella Films, 10 Cecil Street, Paddington, NSW, Australia