

Terms and Conditions:

1. The promoter is Queensland Mental Health Week through CheckUP (ABN 56123426111) of Level 2, 36 Russell Street South Brisbane, Qld 4101.
2. Entrants into the **#QMHWTakeTime** challenge will be deemed to have accepted these Terms and Conditions.
3. Entry is open to residents of Queensland aged 18 years and over except:
 - a. employees of the Promoter and their immediate family members;
 - b. members of the Queensland Mental Health Week Working Group and their immediate family members;
 - c. persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter (Entrants).
4. The competition commences on Thursday Monday 26 August 2019 at 9:00am (AEST) finishing Thursday 3 October 2019 at 11.00am (AEST) (Challenge Period)

How to enter

5. To enter the **#QMHWTakeTime** Challenge, Entrants must visit the Queensland Mental Health Week Instagram page at <https://www.instagram.com/qldmentalhealthweek/> then:
 - a. Read and agree to these terms and conditions.
 - b. Upload a creative image with the hashtag **#QMHWTakeTime** with a few words explaining what it means in relation to mental health and wellbeing. Also tag @qldmentalhealthweek in your post.
6. Entries must be received during the Challenge Period. The time of entry will, in each case, be the time that the entry is recorded on the servers of the Promoter, not at the time of transmission by the Entrant. The Promoter accepts no responsibility for any lost, late or misdirected entries.
7. Entrants can post multiple times but can only win a prize once.
8. Any costs associated with accessing the Instagram Page are dependent on the internet service provider used by the Entrant and will be borne by the Entrant.
9. The Promoter reserves the right in its sole discretion to accept or reject any entry.

Draws and prizes

10. There will be six prizes drawn at weekly intervals. A prize draw will take place on 29 August 2019, 5 September 2019, 12 September 2019, 19 September 2019, 26 September 2019, 3 October 2019. All prize draws will take place at Level 2, 36 Russell Street South Brisbane, Qld,4101.
11. Entrants that have entered the Challenge over the Challenge Period will be entered in the next occurring prize draw and all subsequent prize draws. For the avoidance of doubt, Entrants are only eliminated from prize draws where they are awarded a prize.
12. The winners will be selected at random by the Promoter's representative and each winner will receive one of the listed prizes in no particular order. However the winner of the Fitbit will be drawn on 3 October 2019.

13. The QMHW Instagram page and QMHW Facebook Page will announce each winner publicly on the day of the prize draw and ask the winner to private message the QMHW Instagram Page.
14. To claim the Prize the winner must private message the QMHW Instagram Page with their postal address. The Promoter will post the Prize to the winner at the address supplied.
15. If a winner does not accept their prize within one week of the prize draw, a further prize draw will be conducted from all remaining entries.
16. The Promoter reserves the right in its sole discretion to select alternate winner/s if it determines that the winner/s do not adequately satisfy these Terms.
17. Prizes are not transferable and not redeemable for cash. If for any reason a winner does not take the prize, then the prize will be forfeited by the winner and cash will not be awarded in lieu.

General Terms

18. The Promoter reserves the right in its sole discretion to verify, or require the Entrant to verify, the Entrant's identity, eligibility to enter the Promotion, entry submitted and compliance with these Terms.
19. If there is a dispute about the identity of the Entrant, the Promoter reserves the right in its sole discretion to determine the identity of the Entrant.
20. All entries become the property of the Promoter. By entering the Promotion, Entrants:
 - a. warrant that the Photograph is their own original work and they hold all intellectual property rights in the Photograph; and
 - b. grant the Promoter a royalty free, perpetual, non-exclusive, irrevocable licence to keep, store, reproduce, publish all or part of their entry.
21. Entrants acknowledge and agree that:
 - a. their personal information will be collected by the Promoter for the purpose of conducting the Challenge; and
 - b. their personal information may be disclosed by the Promoter in accordance with the Promoter's rights under these Terms;
 - c. if they win a Prize, the Promoter can use their personal information to credit them for their entry and disclose their personal information in communication about the Promotion.
22. Subject to these Terms, Entrants' personal information will not be disclosed to third parties without the Entrant's consent unless required or authorized by law. View Promoter's [Privacy Policy](#).
23. If the Promotion is compromised in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right in its sole discretion to modify, suspend, terminate or cancel the Promotion. Notice of any changes to the Promotion, including any consequential changes to these Terms, will be given at the Instagram Page.
24. To the full extent permitted by law, the Promoter is not liable for any injury, damages, expenses or loss whatsoever (including but not limited to indirect or consequential loss) to persons or property arising in any way out of the Promotion.
25. Each Entrant indemnifies and keeps indemnified the Promoter against all claims, losses or damages and expenses suffered by the Promoter or any third parties arising out of the

breach of these Terms, the conduct of the Entrant in relation to the Promotion or use of the Prize.

26. The Promoter's decision in relation to any aspects of the Promotion is final and binding on all Entrants. No correspondence will be entered into regarding such decisions, the Promotion, these Terms or the results.
27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.