

Entering our Memories of the Belle Competition? Please read these Terms and Conditions carefully.

1. INTRODUCTION

1.1 Please read these terms and conditions (the "**Official Rules**") carefully as they contain important information which will apply to you if you choose to enter the competition. By entering this competition, all participants will be deemed to have accepted the Official Rules in full. All entry instructions form part of these Official Rules.

1.2 Eligibility: The competition is open to Australian Citizens aged 18 or over at the date on which they enter the competition, excluding directors, employees or contractors of the promoter, its group companies, its agents or anyone professionally connected with this competition and any member of their respective immediate families. You can only enter as a private individual and cannot enter on behalf of a business or any other sort of enterprise.

1.3 Entry opens on 22/06/2017 at 09:00 AEST and will close on 30/10/2017 at 23:59 AEST (the "Competition Period"). Entries received outside of the Competition Period will not be eligible to win the prize.

1.4 No purchase is necessary to enter the competition. However, in order to enter the competition you must have an Internet connection.

2. ENTRY TO THE COMPETITION

2.1 To enter the competition, visit the competition's landing page at **www.memoriesofthebelle.com.au**. Follow the on-screen instructions, complete and submit the online entry form with the required information (including your name, contact email address, telephone number (optional), the caption heading of your photo and a short description of the photograph or video submission or your story (up to 500 words) either on its own or together with either a single video or a single photograph about a moment or memory special to you.

2.2 You must submit your entry photograph, video or story with the short description of your entry and include the hashtag "#memoriesofthebelle".

2.3 If you choose to submit a video, it must be: (a) no longer than five (5) minutes in duration; (b) be less than 20Mb; and (c) submitted in one of the following formats: MP3, MP4, MOV AND WMV.

2.4 If you choose to submit a photograph, it must: (a) not have been manipulated in any way (apart from cropping and resizing), for example using PhotoShop or similar software to amend or enhance the image (using Instagram filters is acceptable); (b) be less than 20Mb in file size; and (c) be submitted in one of the following formats: PNG or JPEG.

2.5 Your entry video or photograph must not: (a) advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual preference, disability, or impairment; (b) contain content which is unlawful, defamatory, harmful to minors or inappropriate, including content that depicts racism, sexism, or abusive, profane, illegal, obscene, violent, offensive, pornographic or indecent behaviour, language or acts or that contains extreme acts of violence; (c) violate the privacy or infringe the rights of others, including by sharing personal, in particular sensitive, data or photos or videos of others or their property without their consent; (d) contain any virus, bug or technical defect that would corrupt or otherwise affect the security, integrity or operation of the promoter's website or database.

2.6 Your entry video or photograph must be an original work and must not infringe another person's rights, including copyright or other intellectual property rights, and by submitting it, you promise to us that this is the case.

2.7 There is no limit on the number of separate entries you can make (but each entry can only include a single video or a single photograph).

3. WINNERS

3.1 There will be one Prize winner. The winner will be selected from all eligible entries by the judging panel after the Competition Period has ended.

3.2 The judging panel will pick the winner based on their assessment of the entry video or photograph of each eligible entry and how it demonstrates creativity, originality, the theme of the competition (being moments and memories special to you), and your connection to the Nepean Belle.

3.3 In the event of a tie, the independent member of the judging panel will have the casting vote.

3.4 After the end of the Competition Period, the winner will be notified via the email address they submitted at entry and will be given details of how to claim their prize.

4. THE PRIZE

4.1 The Prize consists of:

- A Christmas Party Dinner Cruise for 10 people and \$150.00 bar credit (up to a combined maximum value of AUD 1,000.00); and
- the winning entry featured on the Nepean Belle's competition website.

The date for the Christmas Dinner Cruise will be agreed with the promoter but cruise must be taken by 15 December 2017 or the prize will be forfeited. The Prize winner and their 9 guests must attend the cruise at the same time. If the maximum value set out above for the cruise is not reached there is no "roll-over", the remaining value cannot be used in respect of other cruises and the winner will not receive the difference between the actual cost of the cruise and the maximum value.

All costs and expenses not expressly included within the Prize (such as travel expenses, accommodation etc) are the responsibility of the Prize winner.

5. CONDITIONS

5.1 In the event that the promoter is unable to contact a winner within [7] working days of notifying that winner in accordance with paragraph 3.5 above, the promoter reserves the right to award the prize to an alternative winner in accordance with paragraph 3.2 of these Official Rules.

5.2 The category prizes will be delivered via mail or email to the relevant winner within [14] days from a valid acceptance of the prize.

5.3 No cash alternative. Prizes are non-transferable, non-exchangeable, non-refundable and cannot be resold. The promoter reserves the right to substitute alternative prizes of equal or greater value. Unless otherwise agreed in writing by the promoter, a prize will only be awarded to the relevant winner.

5.4 You agree that you will only use your entry video or photograph for the purposes of entering this competition and that you will not share your entry video or photograph on social media platforms or otherwise make them publicly available without the express written consent of the promoter.

5.5 Each winner agrees to take part in reasonable publicity as may be required by the promoter in respect of the competition. The promoter reserves the right to publish each winner's name and suburb on its website, Facebook page, Instagram, Twitter account and/or other social media account.

5.6 The winner's name, suburb and winning entry will be available on request by emailing info@nepeanbelle.com.au.

5.7 No entries from agents, third parties, syndicated entries or those made using methods such as a computer macro, script or the use of automated devices are permitted and no bulk entries.

5.8 The promoter reserves the right at any time, in its absolute discretion, to:

- verify the eligibility of any entrant (including their age and place of residence);
- disqualify any entrant found to be abusing or tampering with the operation of the competition or entering using fraudulent means, or who the promoter believes to have acted in breach of these Official Rules;
- disqualify entrants who do not give correct contact details or those who make an entry on someone else's behalf; and
- disqualify any entrant submitting an entry that is, in the promoter's opinion, inappropriate, offensive or upsetting to other entrants, fans of the promoter or directly aimed at the promoter, or contrary to applicable law or in breach of section 2.2 of these Official Rules, and to remove any such entry.

6. WHAT HAPPENS TO YOUR ENTRY?

6.1 On submission, your entry (including the entry video or photograph) will become the property of the promoter. By entering this competition you agree to: (i) assign to the promoter all intellectual property rights in your entry with full title guarantee; and (ii) waive all moral rights in and to your entry to which you may now or at any time in the future be entitled.

6.2 Your entry video or photograph and your name may be published on the competition's online gallery of entries at www.memoriesofthebelle.com.au on any other or the promoter's webpages or within the promoter's external promotional marketing activity.

7. LIABILITY

7.1 To the fullest extent permitted by law, the promoter excludes liability for any losses, damages or claims incurred by any person in connection with the competition or receipt or misuse of any prize.

7.2 Except as otherwise required by applicable law, the promoter accepts no responsibility or liability for any entry or claim which for technical or other reasons is unsuccessful, incomplete, lost, late, damaged, corrupted or misdirected.

8. GENERAL

8.1 Any decision of the promoter in respect of the competition is final. For questions regarding the competition, email info@nepeanbelle.com.au.

8.2 The promoter reserves the right to extend, withdraw, alter or suspend the competition or these Official Rules at any time if circumstances beyond its control make this unavoidable. If such an event arises and the competition is withdrawn, the promoter reserves the right to select winners from all eligible entries received as at the time of withdrawal.

8.3 All personal data submitted in connection with the competition will be processed by the promoter in accordance with its privacy policy for the purposes of administering and managing the competition and prizes (where applicable) and verifying the eligibility of each participant. The promoter will not use any personal data for any other purposes without the consent of the relevant participant. By participating in the competition, each entrant consents to the use of their personal data in accordance with these Official Rules and the promoter's privacy policy, available here <http://www.nepeanbelle.com.au/privacy-policy>.

8.4 This competition and these Official Rules, and any dispute or claim arising out of or in connection with them, shall be governed by and construed in accordance with the laws of Australia in the State of New South Wales.

The promoter is Bennett Cruising Pty Ltd Trading As Nepean Belle, PO Box 674, Emu Plains NSW 2750, Australia. ACN 163 515 428