**SALA People's Choice Prize Instagram Competition Terms and Conditions**

1. The promoter of this Competition (**Competition**) is South Australian Living Artists Incorporated, ABN 36 876 104 708, of 19 Gouger Street, Adelaide, SA 5000 (**Promoter**).
2. This Competition is in no way sponsored, endorsed or administered by, or associated with, Instagram.
3. By entering, you indicate your full and unconditional agreement to these terms and conditions and the Promoter's decisions, which are final and binding.

**Duration**

1. Competition commences at 9:00 am (ACST) on Friday 28 July, 2017 and closes at 5:00pm (ACST) on Thursday 21 September, 2017 (**Competition Period**).

**Eligibility to Enter**

1. Competition entrants (**Entrants**) are not residency or age restricted.
2. Board members and employees of the Promoter and organisations associated with this Competition (REX Airlines, Adelaide Airport) and the immediate family members of these people are ineligible to enter.

**How to enter**

1. To enter the Competition, Entrants must post a photo of a work exhibited in the Adelaide Airport SALA exhibition "island home" (exhibition No. 321 in the SALA Guide) to their personal Instagram account using the hashtag [#salaislandhome](https://www.instagram.com/explore/tags/salafestival/).
2. Only one entry is permitted from one Instagram account.
3. The Entrant must be the creator/owner of the entered image.
4. The image must not be manipulated in any way.

**Prizes and Judging**

1. The winner will receive two return airfares from Adelaide to Kangaroo Island valid for travel until 1 September 2018 (**Prize**). The Prize must be booked a minimum of 7 days prior to travel and is subject at all times to availability and Rex Airlines' usual terms of carriage including cancellation. The Prize is not redeemable in cash. Issued tickets are not transferable. One change per flight is permitted, subject to availability and a fee of $44 per flight sector.
2. The winner will be judged by representatives nominated by the Promoter based upon creative merit. This is a competition of skill and chance plays no part in determining the winner.
3. Judging will take place at the office of the Promoter on 22 September 2017.
4. The best valid entry as determined by the judge/s will be awarded the Prize.
5. Winners will then be contacted via their post / submission and will be required to reply with their name, postal address and acceptance of the Prize the Promoter within 7 days in order to receive their Prize.
6. The Promoter’s decision in relation to any aspect of the Competition is final and binding on every Entrant, and no correspondence will be entered into.
7. The Promoter is not responsible for any costs associated with winning a Prize unless stated in these terms and conditions.
8. If a Prize is unavailable for any reason, the Promoter reserves the right to substitute another Prize of equal or greater value for the Prize.  No compensation is payable if the winner cannot receive or does not use the Prize for any reason.
9. In the event of a winner not providing their contact details by the relevant date set out above the relevant winner's entry will be deemed invalid, the Prize forfeited, and the Promoter reserves the right to distribute the Prize to the next best valid entry.  No compensation is payable upon an entry being deemed invalid and Prize forfeited.
10. The name of the winner will be published on the Promoter's Facebook & Instagram accounts.
11. If it is found that the entrant has submitted any image they do not own the rights to, their entry will be deemed invalid. The Promoter will not be liable for any legal action taken against the rightful owner of the image.
12. Images posted to the hashtag #salaislandhome which are culturally offensive, unlawful, which include swearing, defamatory comments or inappropriate, misleading or offensive language, which breach Instagram's terms or are otherwise deemed by the Promoter to objectionable will be disqualified and removed from relevant social media pages.

**General Terms**

1. `Any costs associated with entering remain the responsibility of each Entrant and are dependent on the internet service provider used.
2. Entrants are authorised to take images of the works in the "islandhome" exhibition for the purpose of entry in the Competition.
3. Entries must be received during the Competition Period. Entries will be deemed to be received at the time of receipt by the Promoter and not at the time of transmission by the Entrant. No responsibility is accepted for late, lost, incomplete, incorrectly submitted, corrupted or misdirected Entries whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
4. All entries remain the property of the Entrant. By submitting as part of this Competition, Entrants acknowledge and agree that the Promoter and its sub licensees may, without compensation, use, reproduce and publish any entry in any media, in displays and including in combination (or in a montage) with other entries or pictures) for the purpose of: (a) advertising, promoting, marketing or publicising this Competition; or (b) any future Competition, advertising, marketing and/or publicity activities for similar Competitions. The Promoter may use the name and photograph of the Prize winner for Competition purposes without compensation.
5. Each Entrant warrants that all details provided in their entry are true and correct and that the entry is their own original creation and work and does not infringe the rights (including copyright) of any other person.  Each Entrant agrees to indemnify the Promoter in relation to any loss or damage resulting from any breach of warranty.
6. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation in or down-loading any materials in this Competition. If the Competition is not capable of being conducted due to circumstances beyond the Promoter’s control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the Competition.
7. The Promoter reserves the right, in its sole discretion, to disqualify any Entrant who the Promoter believes has breached any of these Conditions of Entry, tampered with the entry process or engaged in any other improper misconduct calculated to jeopardise fair and proper conduct of the Competition.
8. Nothing in these Conditions of Entry limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees set out in the Australian Consumer Law of the *Competition and Consumer Act 2010 (Cth)*, as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001 (Cth)* or similar consumer protection laws (**Non-Excludable Guarantees**).
9. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence) including, but not limited to, in relation to any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter’s control); (b) any theft, unauthorised access or third party interference; (c) any Entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any tax liability incurred by an Entrant; (e) taking/use of a Prize or (f) arising in any way out of the Competition.
10. By entering the Competition, you agree to release and hold harmless the Promoter, Rex Airlines, Adelaide Airport and Instagram and their subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents from any claim or cause of action arising out of participation in the Competition or receipt or use of the Prize, including, but not limited to: (a) unauthorized human intervention in the Competition; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) any errors on the Instagram platform that may prevent an entrant from entering or receiving direct messages; (d) printing errors; (e) lost, late, postage-due, misdirected, or undeliverable mail; (f) errors in the administration of the Competition or the processing of entries; or (g) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant’s participation in the Competition or receipt or use of the Prize.
11. By entering the Competition, unless the Promoter is otherwise advised, Entrants consent to the Promoter using their Personal Information (**PI**) for facilitating the Competition, awarding Prizes and for future Competition, marketing and publicity purposes (including sending electronic messages or telephoning the Entrant), and disclosing that information to its agents and contractors for those purposes.  The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [https://www.salafestival.org/section/contactusprivacypolicy](https://www.sony.com.au/section/contactusprivacypolicy) .
12. All Competitions administered or communicated via Facebook or Instagram are not sponsored, endorsed, administered by or associated with Facebook or Instagram.  Facebook and Instagram membership and the use of Facebook and Instagram are subject to the Facebook and Instagram prevailing terms and conditions of use and Entrants must comply with these terms.  Any questions, comments or complaints about this Competition must be directed to the Promoter and not to Facebook or Instagram.