

Cirque du Soleil SYD Instagram Giveaway Terms and Conditions

1. Information on how to enter and prize details form part of these terms and conditions. By entering this promotion you are deemed to have accepted these terms and conditions.
2. This promotion is being run by Telstra Corporation Limited (ABN 33 051 775 556) of 175, Liverpool Street, Sydney NSW 2000 ("**we**", "**us**" or "**our**").
3. The promotion starts 9am AEDT on Friday 13th October 2017. Entries close and must be received by 9am AEDT on Friday 20th October 2017 ("**promotion period**").

Who can enter?

4. Entry is open to Australian residents who are Telstra customers, over the age of 18. Employees or contractors of the promoter and other companies associated with the promotion and their immediate families are not eligible to enter.

How do you enter?

5. To enter, you must, during the promotion period:
 - a) Visit <http://instagram.com/telstra> and follow Telstra's Instagram account
 - b) Visit the competition Instagram post <http://tel.st/cirquepost>
 - c) Answer the following question "Describe the plot to Avatar using 25 emojis or less"; ("**eligible entry**").
6. Multiple entries will be accepted so long as each entry is unique.
7. By entering the promotion, you:
 - a) grant us (and our related bodies corporate, agents, licensees and assigns) a royalty free, worldwide, perpetual, transferable and irrevocable licence to use, modify, adapt, publish and sublicense your entry anytime, anywhere and by any means without compensation; and
 - b) to the extent permitted by law, consent to us (and our related bodies corporate, agents, licensees and assigns) infringing your moral rights in your entry for an indefinite period of time and waive all moral rights in your entry that arise outside Australia,
8. Entries that are incomplete, incorrect or illegible will be deemed invalid.

Prizes and Judging

9. This is a game of skill only. There is no element of chance in determining the winners.
10. There is one prize in total to be won, as follows:
 - a) 6 x Premium reserved seats to Friday 27th October 8pm show of Cirque du Soleil - TORUK
 - b) Priority queue via the VIP line
 - c) Meet and greet with 2 Navi characters post show with photo opportunity. (Valued at \$10,000 per person)
 - d) A signed souvenir merchandise pack from Cirque HQ which is not available for retail sale.
11. The total prize pool value is \$65,000 (incl. GST).
12. Judging of all eligible entries will take place at 11am on Friday 20th October 2017 at 242 Exhibition St Melbourne VIC 3000. The winner will be the eligible entrant with the most creative entry.
13. Our decision is final and no correspondence will be entered into.
14. The winners will be notified by telephone and in writing within 2 days of judging.
15. If a prize remains unclaimed after 2 days, or a winner is disqualified in accordance with these terms and conditions, the prize will be forfeited and distributed at our discretion.

Prize Conditions

16. Standard ticket terms and conditions apply for the use of the tickets and are subject to change. The terms and conditions which apply for the use of the tickets at the time they are issued to the prize winners will prevail over these terms and conditions to the extent of any inconsistency.
17. The prize pack is only valid for Friday 27th October in Sydney.
18. Any costs associated with or in connection to the event, except for the prize of this competition, will not be covered by Telstra.
19. Flights, accommodation, ground transfers or any other travel costs are not included in this prize and will not be covered by Telstra.
20. We reserve the right to withdraw a prize if the winner is not available to attend the specified event.
21. By accepting a prize, you agree to participate in and co-operate as required with all reasonable marketing activities relating to the prize including but not limited to being interviewed and photographed. We reserve the right to use your comments, image and name for advertising and publicity purposes in any media in perpetuity without compensation.
22. A prize, or any unused portion of a prize, cannot be transferred, exchanged or redeemed for cash. All other expenses associated with the prizes are the responsibility of the winners.

General

23. We reserve the right, at any time, and in our sole discretion to (a) request entrants to provide proof of identity and/or proof of valid entry (b) disqualify any entrant who we have reason to believe has breached any of these conditions or engaged in any unlawful or other improper conduct or any conduct calculated to jeopardise the fair and proper conduct of the promotion.
24. Entries are accepted at the time of receipt by us. We will not be held liable for any entries not received for any reason during the promotion period.
25. A complete release of Instagram by each entrant or participant.
26. By entering this promotion you acknowledge and accept that the promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram.
27. We are not liable for any prize that may be lost, stolen, forged, damaged or tampered with in any way after it leaves our possession.
28. We are not responsible for any variation in the value of a prize.
29. If we are unable to provide a winner with a prize (or part of a prize), we will supply an alternative prize (or that part of the prize) of greater or equal monetary value and/or specification.
30. If for any reason, we are not able to conduct the promotion as planned, including due to tampering, unauthorised intervention, fraud, any technical difficulties or any other causes beyond our control, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, we reserve the right in our sole discretion to take any action that may be available.
31. We exclude all warranties in relation to the quality, suitability or merchantability of a prize, except those that cannot be excluded by law. To the fullest extent permitted by law, any liability of the Promoter or its employees or agents for breach of any rights a consumer may have which are unable to be excluded under Australian Law, is limited to the payment of the costs of having the prize supplied again.
32. To the extent permitted by law, we are not liable for any loss (including indirect and consequential loss) or damage or personal injury suffered or sustained in connection with the promotion including the supply of goods or services by any person to the prize winners, and where applicable to any persons accompanying the prize winners. We accept no responsibility for any tax liabilities that may arise from winning the prize.

Privacy

33. By entering this promotion, you agree that we may use the personal information we collect from you:
 - a) to conduct this promotion, including determining and notifying the winners and disclosing that information to prize suppliers; and

- b) for future marketing purposes in any media, including contacting you after this promotion ends, on the terms set out in our Privacy Statement available at www.telstra.com.au/privacy/privacy_statement.html or by calling 1800 039 059. If you would like to access or correct the personal information that we hold about you, you can contact us by phoning 1800 039 059.