

## **Suncorp Bank runPositive Singlet Selfie Instagram Competition (“the Promotion”) Terms and Conditions of Entry**

1. Information on how to enter and prize details form part of these Terms and Conditions of Entry. Any entry not complying with these Terms and Conditions is invalid. The Promoter is Suncorp-Metway Ltd ABN 66 010 831 722 of Level 28 Brisbane Square, 266 George Street, Brisbane QLD, 4000. The promotion commences on Wednesday 30 April 2014 at 9am AEST and closes on Monday 12 May 2014 at 4pm AEST (“The Promotion Period”). The winner will be announced 5pm AEST Monday 12 May 2014 on the runPositive Instagram page [www.instagram.com/runpositiveau](http://www.instagram.com/runpositiveau).
2. The Promotion is a game of skill of which chance plays no part.
3. Entry is only open to people who were officially registered entrants in the 2013 Suncorp Bank runPositive \$10K Competition and received a singlet as part of their entry (“Entrants”).
4. To enter the Promotion an Entrant must, during the Promotion Period: (i) visit [www.instagram.com/runpositiveau](http://www.instagram.com/runpositiveau); (ii) follow runPositive on Instagram; (iii) take a photo of themselves wearing their Suncorp Bank runPositive singlet received during the 2013 campaign and upload it to Instagram; (iv) write a creative caption to describe their Instagram selfie and (v) use the hashtag #readytorunpositive on Instagram
5. Employees of the Promoter, its related entities and agencies associated with the Promoter and their immediate families are not eligible to enter the Promotion. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these conditions of entry.
6. Cost of entry via the internet is free, but internet connection and usage rates may apply. Entrants should obtain details of such costs from their service provider.
7. Entry is limited to one entry per person submitted in accordance with these Terms and Conditions.
8. Entries must be received during the Promotion Period. The Promoter takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected entries or for any delays or failures in telecommunications service or equipment.
9. The Entrant completely releases Instagram from any and all liability in relation to this Promotion, and acknowledges that this Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram.
10. Competition judging will take place at 10am on Monday 12 May 2014 at L27, Brisbane Square, 266 George Street, Brisbane, QLD, 4000. All valid entries received during the Promotion Period will be judged on the creativity of their photograph and accompanying caption.
11. The Winner of the Promotion will be selected by the Promoter and announced on the official Suncorp Bank runPositive Instagram page on Monday 12 May 2014.

12. There will be one (1) Prize awarded. The Prize consists of \$500 (five hundred dollars) to be deposited into a Suncorp Bank account of the Winner's choice in the Winner's name\*.

\* If the Winner does not hold a Suncorp Bank account they will be required to open a Suncorp Bank account of their choice within 30 days from notification of winning the prize.

Where the Winner needs to open a Suncorp Bank account they will need to comply with Suncorp Bank's usual account opening procedures including:

- (a) Completing and signing an account opening form;
- (b) Receiving a Product Information Document for the relevant account; and
- (c) Being identified as required by Suncorp Bank.

13 The Winner will be notified directly after determination of the Winner on Instagram. The Prize Winner will need to email [runpositive@suncorp.com.au](mailto:runpositive@suncorp.com.au) to confirm their prize. Should the Prize Winner not claim their prize within 72 hours of notification of being awarded the Prize, the Prize will be forfeited and rejudged. The next entry judged to be the most creative will win the Prize and be announced on Instagram.

14. Each Entrant warrants and agrees that:

- a. they have created the entry themselves;
- b. they are entitled to reproduce and exploit all underlying works in the entry;
- c. the entry does not, and use or exploitation of the entry by the Promoter (and each of its assignees and licensees) as contemplated by these conditions will not, violate the rights (including copyright and privacy) of any third person;
- d. the entry has not been previously published in any other medium or forum worldwide;
- e. they will not submit material that is unlawful, obscene, defamatory, derogatory, abusive, harmful to any person or entity, or otherwise inappropriate or offensive; and
- f. they have not granted rights to their entry to any other person which is inconsistent with the rights granted to the Promoter under these conditions.

16. Each Entrant acknowledges and agrees that the Promoter (and each of its assignees and licensees) has the right, in its absolute discretion, to edit, amend, copy, reproduce, use, publish, broadcast and communicate to the public, the entry in any media including television and the internet, without any further consultation, reference, payment or other compensation. Each Eligible Entrant also agrees that they will not make any claim against the Promoter (or its assignees and licensees) arising from the exercise of these rights, including claims in relation to any moral rights that they may otherwise have.

17. If for any reason this Promotion is not capable of running as planned, or is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, weather event, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries.

18. The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise; (ii) any theft, destruction or unauthorised access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion; (iv) any incorrect or incomplete information which may be communicated in the course of the administering this Promotion (whether as a result of one of the foregoing causes or otherwise); or (v) any delay in delivery (when not directly caused by the Promoter or its supplier), or failure of safe delivery of a prize.
19. All of the Promoter's decisions in relation to all aspects of this Promotion are final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
20. The Winner accepts a prize at their own risk. Any tax liability arising as a result of accepting a prize is the responsibility of the winner. Independent financial advice should be sought.
21. The Winner must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding winning the Prize, free of charge, and consent to the Promoter using their name, likeness, image and/or voice (including any photograph, film and/or recording of them) in promotional material in any media at any time without notification or compensation, financial or otherwise.
22. Entrants' personal information is collected from entrants by or on behalf of the Promoter to enable the Promoter and its agents to manage, administer and promote the Promotion and, where applicable, publicise the Winner. The personal information may also be provided to persons assisting the Promoter, including prize suppliers and deliverers, marketing agencies and IT providers, media outlets and related companies. By participating in the Promotion, Entrants consent to these uses and disclosures of their personal information.
23. If an Entrant does not provide the personal information the Promoter requests, the Promoter may not be able to enter them into the Promotion. All personal information is handled in accordance with these conditions and the Promoter's Privacy Policy. Information about how to access or correct the personal information that the Promoter holds about you, or complain, can be found in the Promoter's Privacy Policy available online at <http://www.suncorp.com.au/corporate/legal/privacy-policy>