



# Name the Platypus Chocolate Contest

## Terms & Conditions

Updated 18 September 2023

### 1. The Promotion

- a. Information on how to enter and the Prizes form part of these Terms and Conditions. Entry in the "Name the Platypus Chocolate" contest (**Promotion**) is deemed acceptance of these Terms and Conditions.
- b. The promotion commences at 9:00 AM on Monday 11 September 2023 (AEST) and closes at 11:59 PM on Thursday 28 September 2023 (AEST) (**Promotion Period**).
- c. The Promotion is a game of skill.

### 2. Promoter's Details

The promoter is Wildlife Queensland (ABN 44 235 565 907) of Suite 1, Level 1, 30 Gladstone Road, Highgate Hill, Brisbane, QLD 4101 (**Promoter**).

### 3. Eligibility

- a. Subject to **clauses 3(c) and 3(d)**, entry in the Promotion is open to individuals 10 years of age and over who live in Australia (**Eligible Entrant**).
- b. Wildlife Queensland and Maleny Chocolate Co. employees and associates are excluded from the draw.
- c. Entrants under 18 years must have parental or legal guardian approval to enter the Contest and further, the parent(s) or legal guardian(s) of the Entrant must read and consent to these Terms and Conditions. The parent(s) or legal guardian(s) may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering the Contest and accepting and participating in the Prize, including agreeing to the releases contained in these Terms and Conditions.
- d. The Promoter reserves the right to verify the validity of each entry. The Promoter reserves the right to disqualify any person for tampering with the entry process or who otherwise does not comply with these Terms and Conditions.



- e. There is a limit of one entry per Eligible Entrant and the contest is completely free to enter.

#### 4. How to Enter the Promotion

- a. To enter the Promotion, an Eligible Entrant must, during the Promotion Period, submit a name for the new Maleny Chocolate Platypus. Entries must be lodged on the Wildlife Queensland Name the Platypus Chocolate Contest web page on the <https://wildlife.org.au> website.
- b. An Eligible Entrant who submits a valid entry by following the process set out in **clause 4(a)**, will be an “**Entrant**” and their entry will be judged in accordance with **clause 6**.
- c. Entries received outside of the Promotion Period will be ineligible for entry. Entries are deemed to be received at the time of receipt by the Promoter. Records of the Promoter are final and conclusive as to time of receipt. The Promoter accepts no responsibility for entries that are lost, delayed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason. Proof of delivery of the entry is not proof of receipt by the Promoter.
- d. An Entrant must not submit any entry:
  - i. for which a third party holds the intellectual property rights where the Entrant has not obtained all necessary consents to copy, disclose, distribute, incorporate or otherwise use the material for any purpose;
  - ii. that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in Australia; or
  - iii. that may be used in connection with spamming, phishing, trolling or similar activities.
- e. Unacceptable entries may be deemed invalid, at the Promoter’s sole discretion.

#### 5. The Prize

- a. The Promoter is offering two prizes:
  - i. **Winning prize:** Entrants to the Name the Platypus Chocolate Contest will have the chance to be recognised as the winner of the Contest and have their chosen name given to the Maleny Platypus Chocolate; be awarded a \$100 Maleny Chocolate Co. voucher for use in their online store; and be awarded a \$100 Wildlife Queensland voucher for use in the Wildlife Queensland online shop.



- ii. **Second prize:** The Promoter is also offering all Voters who participate in the Public Vote, irrespective of which name they vote for, the chance to win a \$100 Maleny Chocolate Co. voucher.
- b. The Promoter accepts no responsibility for any costs associated with the Prize and not specifically included in the Prize (including, without limitation, travel to and from sites).
- c. The Prize is non-exchangeable, non-transferrable and is not redeemable for cash or other prizes.
- d. Wildlife Queensland's decision on any aspect of the competition is final and binding, and no correspondence will be entered into about it.

## 6. Prize Winners

- a. The Promoter will publish a shortlist of five (5) names on the Wildlife Queensland website and Promoter's social platforms on 3 October 2023.

The Promoter will also have regard to any potential issues in connection with the use of the name, including any potential legal issues. The Promoter may change or extend this period at any time at its sole discretion. The selection of the shortlist will be at the sole discretion of the Promoter and will be final and binding (**Shortlist**).

- b. The public will be invited to vote for a winner out of the Shortlist (**Public Vote**). Each Australian resident will be entitled to cast one vote on the Shortlist. Voting will be open between 9:00 AM on 3 October to 11:59 PM on 16 October 2023 (AEST). The Promoter may change or extend this period at any time at its sole discretion.
- c. Votes must be lodged on the Name the Platypus Chocolate Contest webpage at <https://wildlife.org.au/name-the-platypus-chocolate-contest/>
- d. The Entrant whose submitted name receives the most votes at the conclusion of the Public Vote (**Shortlisted Entrant**) will be declared the Prize Winner. If multiple Entrants submit the most voted name, the Prize Winner will be randomly drawn from all winning name entries.
- e. On conclusion of the Public Vote, the Promoter will randomly draw a second Prize Winner from Voters in the Public Vote, irrespective of their chosen vote.
- f. Within seven (7) business days of the conclusion of the Public Vote, the Promoter will notify the Prize Winners by email.



## **7. No fee or amount payable by the Promoter**

There is no amount payable to the Entrant in connection with use of winning name.

## **8. Matters Relating to the Promotion**

- a. The Promoter's decision is final and no correspondence will be entered into.
- b. The Prize cannot be exchanged or redeemed for cash.
- c. Subject to State legislation and (if required) the approval of any relevant gaming authorities, the Promoter reserves the right to substitute the Prize in whole (or any of its components), with a substitute prize and the Prize will be notified accordingly.
- d. Acceptance of the Prize is deemed consent for the Promoter to use the Prize Winner's details, voice, image, likeness and photographs for promotional, marketing and publicity purposes on the Promoter's website or in other forms of social media or on other websites or in any other media used by the Promoter for an indefinite time without any further attribution, reference, payment or other compensation to the Prize Winner.
- e. Each Entrant acknowledges that the public will have the capacity to comment and vote on the entry, and will not hold the Promoter liable for the publication of any comments, whether derogatory, offensive, racist, defamatory or otherwise, posted in relation to the entry. The Promoter will to the best of their ability moderate such public comments.

## **9. Privacy**

By entering this Promotion, each Entrant is taken to consent to the Promoter using the Entrant's personal information to administer the Promotion and disclosing the Entrant's personal information to organisations that assist the Promoter with administering the Promotion to third parties as required by law. If the information requested is not provided by the Entrant, the Entrant may not participate in the Promotion. For details about how the Promoter may use your information, and what your rights are under Australian privacy laws, please refer to the Promoter's Privacy Policy available at <https://wildlife.org.au/privacy-policy/>

## **10. Liability**



- a. Nothing in these Terms and Conditions limits, excludes or modifies, or purports to limit, exclude or modify, the statutory consumer guarantees as provided under the Australian Consumer Law (Schedule 2 to the *Competition and Consumer Act 2010* (Cth)), or similar state-based consumer protection laws (**Non-Excludable Guarantees**).
- b. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related bodies corporate (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way:
  - i. out of the Promotion; or
  - ii. without limiting 10(2)(a), out of: (i) any technical difficulties, equipment malfunction, any delayed email, any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical problems or traffic congestion on the internet or any website (whether or not under the Promoter or its related bodies corporates' control); (ii) any theft, destruction, unauthorised access or third party interference of entries under this Promotion; (iii) any entry or Prize claim 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 or its related bodies corporate; (iv) any tax liability incurred by a Prize Winner or Entrant; or (v) use of a Prize.

## 11. Variations

- a. The Promoter in its sole discretion may modify, suspend or terminate all or part of the Promotion, or disqualify and prohibit further participation in this Promotion, in the event that any portion of this Promotion is compromised by a virus, bugs, non-authorized human intervention, hackers or other causes beyond the reasonable control of the Promoter which, in the sole opinion of the Promoter, corrupts or impairs the administration, security, fairness, or proper conduct of the Promotion.
- b. The Promoter reserves the right to update these Terms and Conditions from time to time in its sole discretion for administrative reasons or to ensure efficient operation of the Promotion. Changes will be posted on the Promoter's website at <https://wildlife.org.au/name-the-platypus-chocolate-contest>.

## 12. General

- a. Failure by the Promoter to enforce any one of these Terms and Conditions in any instance(s) will not give rise to any claim or right of action by any Entrant or Prize Winner or other person.



- b. The laws of the State where an Entrant is based apply to this Promotion.