

Terms and Conditions
#mybodyandsoul – WIN a Wellness Escape for Two

General

1. The Promoter is News Limited (ABN 47 007 871 178) of 2 Holt Street, Surry HILLS • 2010. Telephone number (02) 9288 3000.
2. Information on how to enter and prizes forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
3. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
4. Instagram membership and the use of Instagram generally are subject to the Instagram prevailing terms and conditions of use available at <http://instagram.com/legal/terms/>. The promotion is in no way sponsored, endorsed or administered by Instagram, or associated with, Instagram. Entrants understand that they are providing their information to the Promoter and not to Instagram. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other Internet users. To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless, the Promoter, Instagram and their associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Entrant in respect of the Entrant's participation in the promotion. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram.
5. All Instagram accounts must be public in order for the Promoter to communicate with them and notify if they're winners for the promotional period and the judging period. If they are not they will not be considered for judging.

Who can enter

6. Entry is open to all residents of Australia [over the age of 18] except employees and immediate families of the Promoter and their associated companies and agencies and participating outlets. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or 1st cousin.
7. Entrants into this competition must be 18 years of age or older as at the date of entry.

When to enter

8. The competition commences on Sunday, 26th June 2016 at 00:01 [AEST] and concludes on Friday, 1st August 2016 at 23:59 [AEST]. Entries must be received by the Promoter prior to the competition close date and time.
9. The time of entry will in each case be the time the image is published on the Instagram Platform, not at the time of transmission by the entrant.
10. The Promoter accepts no responsibility for any late, lost or misdirected entries including image upload not received by the Promoter or delays in the the loading of the image due to technical disruptions, network congestion or for any other reason.

How to enter

11. To enter, you must simply capture an image, share what inspires you through your image and caption, hashtag #mybodyandsoul and upload to Instagram for your chance to win the Wellness

Escape for two. Each entry will be judged based on creativity and originality. Winners will be announced on Bodyandsoul_au Instagram 2nd August 2016.

12. Entrants may enter the competition by:

Submitting their original entry:

- Log onto Instagram, [www.instagram.com] upload an image and caption that captures what is your daily inspiration and #mybodyandsoul to complete their entry. The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider. The most creativity and originality image and caption that best captures daily inspiration will win.

13. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these terms and conditions. For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry. An entrant's entry must not include:

- (a) any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
- (b) any content that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
- (c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these terms and conditions.

The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

14. Any entry that is made on behalf of an entrant by a third party will be invalid.
15. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited to, entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases.

Number of Entries permitted

16. Entrants may enter as many times as they like. Only one prize will be awarded per person, however minor prize winners will also have a chance at winning the major prize.

Determination and Notification of winner

17. The winner will be the valid entry submitted in accordance with these terms and conditions that is judged to be the most creativity and originality image and caption that best captures their daily inspiration. Judging for the winner will be done by an appointed judge – an employee of the Promoter and will take place at Level 1, 2 Holt St, Surry Hills NSW 2010, on Tuesday, 2 August, 2016.
18. This competition is a game of skill. Chance plays no part in determining the winner.
19. If any particular determination is scheduled on a public holiday, the determination will be take place on the following business day.
20. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
21. The winner/s will be notified by instagram within two days of being determined. Winner/s of prizes will be published Bodyandsoul_au Instagram page no later then Wednesday, 3rd August 2016.
22. Prizes will be awarded to person profile in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry. (i.e. mobile phone account holder or land line account holder).
23. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
24. If the winner has not claimed the prize by Tuesday, 30th August 2016 then he or she will forfeit the prize and the prize will be awarded to the valid entry submitted in accordance with these terms and conditions that is judged by an appointed judge [an employee of the Promoter] to be the next most creativity and originality image and caption that best captures daily body and soul inspiration on Wednesday, 31st August 2016 at Level 1, 2 Holt St, Surry Hills NSW 2010, on Tuesday, 2 August, 2016. The winner of the unclaimed prize will be notified by Instagram within two days of the date on which they are judged to be the unclaimed prize winner. Winner/s of prizes valued over \$250 will be published in Instagram within 14 days of the date on which they are judged to be the unclaimed prize winner.

Prize on offer

25. Major prize [Golden Door 5 Night Stay - Optimal Wellness Program & flight for two people] package is value up to \$8,060 RRP (inclusive of GST). Major Prize winner will receive;
 - 2 x Economy return flights (SYD,BNE,PER,ALD, HOB)
 - Luxury villa twin share
 - Personal wellness assessment on arrival
 - Nutritious low fat cuisine
 - A diverse selection of group fitness activities and relaxation and mind-body classes
 - Daily program of health education seminars and workshops
 - Use of all the facilities including a 25 metre indoor heated lap pool, outdoor resort pool, floodlit tennis courts, fully equipped gymnasium, indoor and outdoor activity studios and outdoor relaxation areas.
 - **Two luxurious spa treatments** in our world class spa including one facial a la carte and one Swedish massage. Valued at \$110 each

- **One wellness consultation** with your choice of: wellness coaching, meditation, yoga or standard personal training session.
- Access to all the spa facilities including steam room, spa bath and relaxation lounges.

Please note this package does not include transfer to Golden Door Retreat from airport. This will need to be arranged directly with Golden Door and pay directly to them. However, if flights are not taken for any reason, transfers will be organised.

- Individual Runner-up prizes value is up to \$43.98 RRP (inclusive of GST). 10 runner-up prizes will be given.
 - Mybodyandsoul.com.au Microfibre Towel valued at \$29.98
 - Mybodyandsoul.com.au compact mirror valued at \$14.00
- The total prize pool value is up to \$8,499.80 RRP (inclusive of GST).
- All references to dollars or "\$" are references to Australian Currency.
- Unless otherwise expressly stated, prize values are based upon the recommended retail prices at the time of first publication of these Terms and Conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
- Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
- Prizes cannot be transferred, exchanged or redeemed for cash.
- It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements
- It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion. [If an entrant under 18 years of age wins a prize then their parent or guardian must sign the legal release referred to in this clause on the minor's behalf].
- Prize must be taken by the 3rd of October 2016. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
- Where the prize involves driving, travel or an event, winners and any companions under the age of 18 must be accompanied by their legal parent or guardian over the age of 18 at all times.
- Flight portion of the prize/s are not available to the winner if they reside in the same state of the prize event.
- Winner must make their own way to Golden Door / no transfers are included unless flights are not taken then mybodyandsoul.com.au will cover the transfer price.
- Winner must be healthy and fit when taking the prize.
- The prize is subject to the prize suppliers own terms listed below;
 - Golden Door Dates are subject to availability.
 - The prize cannot be redeemed for cash.
 - The prize is not transferrable
 - Additional items purchased during the stay are to be paid by the winner
 - Prize is valid for two months.
- All data collected will become property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
- The Promoter's decision is final and no correspondence will be entered into regarding the competition result.

42. The Promoter reserves the right to request winners provide proof of identity, proof of residency at the delivery address in order to claim a prize.
43. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or the Promoter. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winners entry is of a type described in this clause.
44. The prize, including any unused portion is not transferable, exchangeable and cannot be redeemed as cash. The prize is not valid in conjunction with any other offer. If the prize or any part of the prize is not used, no compensation will be awarded to the winner.
45. In accepting the prize, the winner agrees to comply with all the conditions of use of the prize as outlined here.
46. Gift vouchers are subject to the terms and conditions imposed by the gift card provider. Once awarded, the Promoter is not liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way.
47. By entering this competition, and by collecting a prize, the winner acknowledges and accepts that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel. The Promoter does not guarantee that the winner will enjoy the travel prize or be suited to the type of travel prize that is offered.
48. The winner/s (and their companion/s) is responsible for all other expenses including spending money, meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, taxes (excluding departure and any other flight associated taxes included within the prize), energy surcharges, gratuities, services charges, passports, visas, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances. The winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received appropriate immunisations and/or health checks prior to taking the prize.
49. The winner/s and travelling companions must travel at the same time, must depart from the same capital city and are responsible for transport from their residence to their nearest capital city for flight departure (Sydney, Melbourne, Brisbane, Adelaide or Perth). (If the winner is from Tasmania, ACT or NT connecting flights from these cities to the nearest flight departure capital city will be included in the prize package for the winner and travelling companion only – if applicable). If the winner resides in NSW then the flight component of the prize will not be included and the winner and their travelling companion will have their transfers organised for them.
50. The prize must be taken by 3rd of October 2016 and is subject to Golden Door and flight availability. At least 2 weeks' notice must be given to Golden Doors Retreat for availability. The prize is not available during peak times such as public holidays and school holidays (if applicable) and cannot be changed once the booking has been made. Air tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos. Flight itinerary may have to be adjusted depending on the airlines departure city and their current flight schedule. Frequent Flyer points are not available from any airline. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges. Once accommodation vouchers are issued they are non-changeable.
51. By entering this competition, entrants accept and acknowledge full responsibility for their decision to participate in this Wellness Retreat should they be chosen as winners. The winners

release the promoter and other organisers, their related bodies corporate, affiliates, officers, agents and employees, from all liabilities, loss and damage of any kind arising at any time out of or in connection with the acceptance of, and participation in, the prize. Without limiting the foregoing, the released parties not be liable for any injury, sickness or death, property loss or damage or other direct or indirect loss or damage of any kind, howsoever sustained or incurred, in connection with or arising out of the major prize or any other aspect of the prize. The winner acknowledges that they have been warned that there is a possibility of an accident causing injury, death or property damage in accepting the prize.

Further Terms and Conditions

52. The Promoter (subject to State and Territory Legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
53. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
54. If for any reason this competition is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, the Promoter reserves the right in its sole discretion take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
55. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
56. Any entrant found to be using any form of software or third party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
57. An entrant may not use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter due to a disability. If the preceding sentence has been breached, the entrant will have all entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
58. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

59. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
60. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
61. The Promoter reserves the right to redetermine the winner in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.

Copyright, Statutory guarantees, Waiver and liability

62. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter or News Limited publications, or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
63. The Promoter acknowledges that the entrant may own intellectual property rights (including copyright) in any material created or otherwise submitted to the Promoter in connection with the entrant's entry or participation in any aspect of the prize (**Works**). The entrant hereby grants the Promoter a non-exclusive, irrevocable, perpetual, worldwide licence to use the Works (including modifying, adapting or publishing the Works, whether in original or modified form, in whole or in part or not at all). The entrant acknowledges and agrees that neither the entrant nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence. If the entrant holds, now, or at any time in the future, any so called "droit moral" or moral rights in connection with the Works, the entrant unconditionally and irrevocably consents, for the benefit of the Promoter and all of its assignees, licensees and sublicensees to material alterations to the Works (including, without limitation, any copying, editing, adding to, taking from, adapting and/or translating the Works, in any manner or context) for any purpose, notwithstanding that such conduct may amount to derogatory treatment of the Works for the purposes of the *Copyright Act 1968* (Cth).
64. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
65. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

66. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
67. All entries become the property of the Promoter (with the exception of any intellectual property rights comprised therein). The Promoter collects personal information about you for the purposes of conducting this promotion but no further use of this information will be made without prior consent.
68. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements the Promoter will only publish the winner's surname, initial and state. A request to access, update or correct any information should be directed to the Promoter.
69. The Promoter collects information about you, including for example your name and contact details which you provide when registering or using our services as well as information from data houses, social media services, our affiliates and other entities you deal or interact with for example by using their services. We collect and use that information to provide you with our goods and services, to promote and improve our goods and services, to provide you with targeted advertising based on your online activities, for the purposes described in our Privacy Policy and for any other purposes that we describe at the time of collection. We may disclose your information to our related companies, including those located outside Australia. Any of us may contact you for those purposes (including by email and SMS) at any time. We may also disclose your information to our service and content providers, including those located outside Australia. If you do not provide us with requested information we may not be able to provide you with the goods and services you require. We may disclose your personal information to authorities if you are a prize winner or otherwise as required by law. Further information about how we handle personal information, how you can complain about a breach of the Australian Privacy Principles, how we will deal with a complaint of that nature, how you can access or seek correction of your personal information and our contact details can be found in our [Privacy Policy](#).