

TERMS AND CONDITIONS

1. Participation in the Competition is deemed acceptance of these Terms and Conditions.
2. The promoter is **FILMFEST LIMITED Trading As MELBOURNE INTERNATIONAL FILM FESTIVAL (ABN 12 0063 919 02)** Level 3, 290 Collins Street, Block Court, Melbourne, VIC, 3000, telephone **03 8660 4888** (“**Promoter**” or “**MIFF**”).
3. An entrant must be an individual and not a company or organisation.
4. An entrant must be an Australian citizen aged 18 years or older.
5. The Competition commences on at 09:00PM AEDST on August 8 2024 and ends at 09:00AM AEDST on August 26 2024 (**Competition Period**).
6. Employees (and their immediate families) of the Promoter and agencies associated with this Competition are ineligible for entry to the Competition. Immediate family means any of the following: spouse, ex-spouse, de-facto 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 cousins.
7. To enter, individuals must complete the following entry mechanics during the Competition Period:
 - Sign in or create a MIFF account
 - Click Intrepid Audience Award on your MIFF Account Dashboard
 - Agree to these Competition Terms and Conditions
 - Opt in for the giveaway on your Account Main page
 - Vote on your favourite MIFF film**Short films, restoration and retrospective titles are exempt
8. The winner will be notified in writing by email, SMS or phone submitted at the time of entry. MIFF will make reasonable efforts to identify and locate the Prize Winner.
9. If any Prizes remain unclaimed within three months after the Prize Draw Date, an unclaimed Prize draw will be held.
10. Personal Information including the Eligible Entrant’s [name, address, telephone number, email] will be collected and used for the purpose of conducting this Competition. This may require disclosure to third parties, including the Promoter’s agents or third-party service providers, for the purpose of conducting the Competition.
11. Please see the Promoter’s privacy policy and collection notice for this Competition for more information about how we use your personal information. Your personal information collected for the purpose of the competition will be shared with Intrepid Travel to be added to their database and used for marketing and promotional purposes. <https://miff.com.au/terms-of-use/privacy>
You can review Intrepid Travel’s Privacy Policy here: [Intrepid Travel Privacy Policy | Intrepid Travel](#) for more information about how they collect, handle, process, disclose or store your personal information.
12. The Promoter and its affiliates reserve the right to amend or withdraw the prize draw and any of the prizes in the event of any unforeseen circumstances outside their reasonable control. Prizes are subject to availability. In the event of unforeseen circumstances, the Promoter reserves the right to substitute alternative prizes of equivalent or greater value.

13. Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the Prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.
14. Entries are deemed received once uploaded to Instagram with inclusion of the Criteria above. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information caused by an entrant on transmission. The Promoter is not responsible for any technical problems resulting from any entrant's participation or sending or receiving of any communications or materials related to the Competition. The Promoter has no obligation to acknowledge any entry.
15. MIFF will randomly select a winner and their decision is final.
16. MIFF's decision and declaration of the Winner is final and no correspondence will be entered into.
17. MIFF can refuse to accept an entry in its absolute discretion.
18. The Prize shall consist of the following:
 - A trip to Vietnam for 2 inclusive of:
 - Intrepid Premium Vietnam trip for 2 pax (must be travelling together on the same trip)
 - Return, economy flights for 2 PAX from the prize winner's closest Australian Capital City
 - Twin-share accommodation
 - Shared accommodation (single supplement will be at an out of pocket expense for the traveller)
19. The total value of the Prize is approximately \$7,000 AUD.
20. Not included in the Prize is travel to the starting point/from the finishing point of the trips, travel insurance, any additional meals or accommodation not included in the itinerary.

Should the winner want to arrive or depart Vietnam outside of the booked trip itinerary dates, flight prices must not vary significantly from the flights selected by Intrepid and will be at Intrepid's discretion.

Once flights have been issued, the winner will be subject to airline fare rules. Should the winner decide to make any changes to the flights, they will need to cover any the costs associated as per fare rules.

21. All travel is subject to the Intrepid Booking Conditions which can be found at: <https://www.intrepidtravel.com/booking-intrepid/booking-conditions>. The winner will be required to agree to the current Booking Conditions at the time of booking including any applicable policies or waivers that are in place at the time.
22. The Prize is not able to be transferred, exchanged or redeemed for cash and is subject to any terms and conditions imposed by any supplier of the Prize to the Promoter.
23. The Prize must be fully booked/redeemed by 26th of August 2025 and travel must have commenced by 14th of December 2025

24. The following travel blackout periods apply: 15th of December 2024 – 14th of January 2025 and 15th of December 2025 - 14th of January 2026
25. The Prize is subject to availability at time of booking. A minimum of 4 travellers must be confirmed on the Intrepid trip for the for the prize winner booking to be confirmed on their requested date. The Promoter reserves the right to replace the Prize with an alternative prize of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so.
26. The draw will take place at 09:00AM AEDST on 26 August 2024.
27. The winner will be notified in writing by email, SMS or phone submitted at the time of entry.
28. The Promoter will make reasonable efforts to identify and locate the Prize Winner.
29. If the Winner does not claim the Prize by 9:00AM AEDST on 28 August 2024, the Prize is forfeited, and a new winner may be chosen by the Promoter.
30. Any decision made by MIFF in respect of the Competition including cancelling the Competition is final and binding and no correspondence will be entered into.
31. The Winner consents to the Promoter using their name, likeness, image and/or (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the Competition (including any outcome), and promoting the Festival.
32. If the Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate.
33. The Applicant agrees to indemnify MIFF and hold them harmless from any damages, liabilities, losses, costs, expenses, obligations or claims (including, without limitation, reasonable outside attorneys' fees and costs) arising out of the breach of the Applicant's agreements, obligations, representations and warranties under these Terms and Conditions.
34. As a condition of claiming the Prize, the Winner may be required to sign any legal documentation as and in the form required by the Promoter and/or reward suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event the Winner is under the age of 18, the prize will be forfeited.
35. These Terms and Conditions shall be governed by the laws of the State of Victoria, Australia.