



# Influencer not influenza competition 2025

## Terms and Conditions

By entering the competition, you are agreeing to the following terms and conditions.

### Definitions

1. In these Terms and Conditions:
  - (a) **Competition** means the “Influencer Not Inflammas Competition 2025”.
  - (b) **Department** means State of Western Australia acting through the Western Australian Department of Health (ABN 28 684 750 332), of 189 Royal Street, East Perth, 6004.
  - (c) **WA Health Entity** includes the Department, Health Service Providers and Health Support Services.
  - (d) **Winner** means the entrant that receives the prize.

### Eligibility criteria

2. Entry to the competition is open to residents of Western Australia who are 18 years of age or older and who are not excluded by clause 3.
3. You cannot apply for the competition if you are employed by a WA Health Entity, have been engaged in any way by a WA Health Entity, including as a supplier or contractor or are a direct family member of an employee of a WA Health Entity.
4. The Department reserves the right, in its sole discretion, to:
  - (a) verify the validity of entries and entrants against the eligibility criteria outlined in these Terms and Conditions; and
  - (b) disqualify any entrants for tampering with the entry process or for submitting an entry that does not comply with these Terms and Conditions.

## How to Enter

5. The Competition starts at 12.00pm (AWST) on 1 July 2025 and closes at 12.00pm (AWST) on 30 September 2025 (Closing Date).
6. The time of entry will be the time at which the completed entry is received by the Department's database. The Department is not responsible for any entries that are not received or are otherwise interfered with due to problems with the internet or telecommunications services.
7. Any entry received after the Closing Date will not be accepted.
8. To enter the Competition, you must:
  - (a) submit an entry via the online form located on the Competition page on the HealthyWA website at [https://www.health.wa.gov.au/Articles/A\\_E/Be-an-influencer-not-influenza-competition](https://www.health.wa.gov.au/Articles/A_E/Be-an-influencer-not-influenza-competition)
  - (b) complete the entry form in full, including registering your full name, email address and contact phone number;
  - (c) upload your influencer moment out and about in Perth, taken or recorded between 1 July and 30 September 2025 (Entry);
  - (d) submit photo or video Entries in png, jpg or MP4 format with a maximum file size of 500 MB; and
  - (e) warrant that your Entry is wholly your own, original work and does not incorporate any third party's intellectual property.
9. Entries must not include any discriminatory, racist or sexist content.
10. A person can only submit one Entry.
11. The Department will post Entries on the Department's Facebook and Instagram social media pages to monitor engagement with the Entry and select a Winner.
12. The Department reserves the right to disqualify any Entries which breach any third party's intellectual property rights or which breach these Terms and Conditions.

## **Winning Entry**

13. A panel of Department staff will review the Entries and select a Winner.
14. In selecting a Winner, the panel will take into account the level of engagement the Entry receives on the Department's social media pages.
15. The Winner will be decided by 12.00pm (AWST) on 8 September 2025 (Selection).
16. Within 5 business days of Selection, the Winner will be contacted by the contact details (email or phone) supplied at entry to be notified that they are the Winner and requesting confirmation that the email address at entry is accurate.
17. The Winner will receive a \$250 State Building gift card (Prize) to the email address confirmed at clause 16.
18. The Prize is not transferable or redeemable for cash.
19. If the Winner fails to confirm their email address in accordance with clause 16 within 20 days of Selection, the Department reserves the right to select another Winner in accordance with these Terms and Conditions.
20. Entrants are responsible for all expenses incurred in entering or winning the Competition, including travel or accommodation costs.
21. The Department's decision is final and no correspondence will be entered into regarding any aspect of this Competition, including assessment of Entries and selection of the Winner.
22. The Department is not liable for any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained during the course of accepting or using the Prize, except for any liability which cannot be excluded by law.

## **Privacy and Intellectual Property**

23. The full name of the Winner be published on <https://www.healthywa.wa.gov.au/>.
24. The Department will not use the information provided by an entrant in accordance with clause 8(b) for any purpose other than those outlined in these Terms and Conditions. This information will not be shared with any third party and will be removed from the WA Health Entity database once the Prize has been claimed.

25. Each entrant's personal information will be handled in accordance with the Department's Privacy Statement. By providing personal information, each entrant agrees to the terms of the Department's Privacy Statement, which can be viewed at: <https://www.health.wa.gov.au/~media/Corp/Documents/Global/Privacy/WA-health-system-Privacy-Statement.pdf>
26. Each entrant will retain moral rights in relation to their Entry, including the right to be attributed as the author.
27. All Entries will be entered into a database managed by the Department.
28. Each entrant hereby grants the Department a non-exclusive, worldwide, royalty-free licence to use and reproduce their Entry for promotional, marketing and publicity purposes.

## **General**

29. The Department reserves the right to amend these Terms and Conditions or cancel the Competition at any time.
30. The Department may communicate or advertise the Competition using its Facebook or Instagram social media pages. The Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants are providing their information to the Department and not to Facebook or Instagram. Each entrant completely releases Facebook and Instagram from any and all liability.
31. In the case of the intervention of any outside agent or event which naturally changes the result of the Competition or prevents or hinders its determination, including but not limited to vandalism, power failures, tempests, natural disasters, civil unrest or strikes; the Department may in its absolute discretion cancel the Competition and recommence it on these Terms and Conditions, amended as necessary.

**This document can be made available in alternative formats on request for a person with disability.**

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