Where do babies come from? Facebook contest

Gold Coast Private Hospital Facebook Competition Terms and Conditions ("Terms and Conditions")

1. Participation in this competition is deemed to confirm the entrant's acceptance of these Terms and Conditions.
2. The Promoter is Gold Coast Private Hospital owned and operated by Gold Coast Private Hospital Pty Ltd (ABN 83 154 902 913) of Parklands Drive, Southport, Qld ("**Promoter**").

How to enter

3. To be eligible to participate in the competition you must be aged 18 years and over and a Queensland resident ('**Eligible Entrant'**).
4. There is no entry fee and no purchase necessary to enter this competition.
5. To enter the competition, Eligible Entrants must post a comment or a video in the comments from your baby talking about anything to do with pregnancy, birth or the birds and the bees on the Gold Coast Private Hospital Maternity Facebook page at https://www.facebook.com/GoldCoastPrivateHospitalMaternity/ ("**Post**"). Eligible Entrants must provide their full name and email address. Eligible Entrants may only enter the competition once.
6. Entries will be accepted from Monday the 28th December 2015 beginning 8.00am Australian Eastern Standard Time ("**AEST**"). Closing date for entry will be on Sunday the 10th January 2016 at 10.00pmAEST ("**Competition Close**"). After this time no further entries to the competition will be permitted.
7. No responsibility can be accepted for entries not received for whatever reason.
8. Responsibility for content of any information, image, text or other material submitted in an entry rests solely with the entrant who submits it.

Judging

9. The winner will be the Eligible Entrant whose Post has received the most 'likes' at the Competition Close and will be determined by the Promoter, whose decision is final.

Prize

10. The prize is a Dreamworld, Whitewater world and Skypoint 7 day Family pass (2 adults and 2 children) valued at $376 ("**Prize**").
11. The Prize is not transferable, exchangeable or redeemable for cash.
12. The Prize is subject to availability and the Promoter reserves the right to substitute the Prize with another of equivalent value without giving notice.
13. This competition is in no way sponsored, endorsed or administered by, or associated with Facebook or Dreamworld, Whitewater world or Skypoint. Any questions, comments or complaints regarding this competition should be directed to the Promoter.
14. The winner will be notified by email within seven days of Competition Close. Each entrant is responsible for monitoring his or her email account for prize notification and the receipt of other communications relating to this competition. The Prize will be posted to the winner and is subject to terms of use which can be found here https://www.dreamworld.com.au/general/terms-and-conditions.

General Terms and Conditions

15. The Promoter reserves the right to cancel, modify or amend the competition and these Terms and Conditions at its sole discretion without any notice of such change to the Eligible Entrants.
16. The Promoter's decision is final and binding and no correspondence will be entered into.
17. The Eligible Entrant agrees to the Promoter using the Eligible Entrant's name, likeness, comments, image and/or voice (including any uploaded photography, film and/or recording of the same) in any publicity material or in any media for an unlimited period without the payment of any consideration for the purpose of promoting this competition (including any outcome), except where prohibited by law.

18. When submitting an entry, an entrant must comply with all applicable laws and regulations and must not post, submit or transmit any information, image, text or other material of any kind whatsoever:
    (a) that is not the original material in which the entrant owns copyright, unless the entrant is authorised by the copyright owner to post or transmit that material for the purposes of the competition;
    (b) that violates or infringes upon the rights of any person, including a person's intellectual property or privacy rights;
    (c) that is unlawful, threatening, abusive, defamatory, derogatory or obscene in nature;
    (d) that identifies any person other than the entrant, unless the entrant has obtained the consent of that person to submit the material for the purposes of the competition;
    (e) that advertises or promotes any goods or services, websites, competitions or schemes or otherwise for commercial purposes; or
    (f) that is knowingly incorrect, misleading or deceptive.
19. The Promoter may, but is under no obligation to, monitor or review the contents of the entries and may remove any materials (in whole or in part) that in its sole discretion are in any way objectionable or in violation of any applicable law or these Terms and Conditions.
20. To the extent permitted by law, all express and implied representations, warranties and product guarantees, rights and remedies under the Australian Consumer Law or other existing law are excluded. The Promoter and its directors, officers, employees, agents and contractors shall not be liable for any loss, damage, costs or claims, including but not limited to direct or indirect loss and personal injury suffered or sustained in using the contents of the Prize or in connection with the Prize. Notwithstanding anything contained in these Terms and Conditions, Promoter's liability in relation to the supply of the Prize and its contents shall be limited to the supply of replacement of the Prize or supply of equivalent Prize.
21. The competition and these Terms and Conditions will be governed by Queensland law and any disputes will be subject to the exclusive jurisdiction of the courts of Queensland.
22. If this 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 as a result of mechanical tampering or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to (a) disqualify the Eligible Entrant, including any entries submitted by them; or (b) modify, suspend, terminate or cancel the competition, as appropriate.
23. The Promoter collects personal information in order to conduct the competition and may for this purpose disclose such information to third parties, including, but not limited to, the supplier of the Prize and as required to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period unless otherwise advised, use the information for promotion, marketing and publicity purposes including sending electronic messages or telephoning the Eligible Entrants. The Eligible Entrants should direct any request to access, update or correct information to the Promoter by calling 07 5591 9494].
24. By entering and participating, entrant agrees to hold harmless, defend and indemnify Facebook from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) entrant's participation in the competition, or (ii) entrant's participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).