

## **TERMS AND CONDITIONS BUY WESTERN DOWNS**

1. Information on how to enter and the prize forms part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Promotion commences at 5:00pm (AEST) on Monday 16<sup>th</sup> September 2024 and ends at 5:00pm (AEST) on Monday, 30<sup>th</sup> September 2024 (Promotional Period).
3. Entry is only open to residents of Australia aged 18 years or over (**Eligible Entrants**). The competition is open only to those who sign up through the Facebook lead generation form and who are 18 years of age or older as of the date of entry.
4. Employees (and their immediate families) of Western Downs Regional Council and agencies associated with this promotion are ineligible to enter. 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, brother, sister, step-brother, or step-sister.
5. To enter, Eligible Entrants must submit an entry using the online form provided through the competition lead generation form on Facebook. The entry must fulfill all competition requirements as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole direction of Western Downs Regional Council.
6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
7. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
8. The Promoter shall review the entries and determine the winners by entering all usernames into an online generator to pick a winner. The Promoter's decision is final. The winners will be contacted via email to advise they have won.
9. The Prize is one Double Pass Big Skies Concerts - Two Day Concert tickets valued at \$390 AUD. There is one (1) prize to be won. The winner will be selected from both Facebook and Instagram entrants. The total prize pool for the promotion is \$390 AUD comprised of one (1) individual Prize. One winner will be selected, and this winner will receive one prize to the value of \$390 AUD. The Prize is not transferable and cannot be exchanged for cash. The identifiable owner of the lead generation form selected as a winner must be the collector of the Prize.
10. The Prize will be delivered to the winner, once they have accepted the Prize and provided information required as outlined in section 6. The Prize winner is responsible for getting themselves to and from the Western Downs to redeem.
11. The Promoter's decision is final and no correspondence will be entered into.

### **GENERAL**

12. If for any reason the conduct or operation of the Promotion is interfered with or disrupted in any way by a cause outside the reasonable control of the Promoter (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, tampering, computer bugs or viruses or technical failures), the Promoter reserves the right, subject to any written directions of the lottery authorities, to cancel, terminate, modify or suspend or recommence the Promotion.

13. If any prize is unavailable, the Promoter, in their discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
14. The prize is not transferable or exchangeable and cannot be taken as cash. If for whatever reason the winner(s) are unable to receive the prize, the Promoter reserves the right to re-distribute the prize and award to runner-up entrants.
15. If the Promoter is unable to contact the winner within seven days of the draw and the Promoter has made every effort to contact them with the information provided by the entrant then the Promoter will deem the competition closed.
16. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
17. Participation in this Promotion is considered acceptance of the following:
  - a) A complete release of Facebook by any entrant or participant;
  - b) An acknowledgement that this Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook; and
  - c) That the information provided by each entrant is provided to the Promoter (as detailed in these Terms and Conditions) and not to Facebook.
18. Participation and entry in this Promotion is conditional upon the entrant complying with all rules, regulations and guidelines set down by Facebook.
19. Entrants understand that they are providing their information to the Promoter and not to Instagram or Facebook. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other internet users via Instagram or Facebook. To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless, Facebook and its 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 Facebook.
20. If this promotion 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 promotion, as appropriate.
21. Any cost associated with accessing Instagram is the entrant's responsibility and is dependent on the Internet service provider used.
22. 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 Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes 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 out of the promotion.
23. Except for any liability that cannot by law be excluded, including the No Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and

excludes 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 out of:

- a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - b) any theft, unauthorised access or third-party interference;
  - c) 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;
  - d) any variation in prize value to that stated in these Terms and Conditions;
  - e) if the party event is postponed or cancelled for any reason beyond the reasonable control of the Promoter;
  - f) any tax liability incurred by a winner or entrant; or
  - g) attendance at the prize event.
24. As a condition of accepting a prize, each winner may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
25. The Promoter collects personal information in order to conduct the Buy Western Downs promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers 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 promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. As part of the promotion, your personal information (including your image and video) may be disclosed on the promoter's website, and/or may be disclosed to the media and/or may be published on the promoter's Facebook and Instagram page. Your personal information will not be used for any purpose other than that declared above and will not be disclosed to any other entity or person without your express consent, or disclosure is required by law. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter. Your personal information will be handled in accordance with requirements under the *Information Privacy Act 2009*.
26. The Promoter is Western Downs Regional Council of 30 Marble Street, Dalby QLD 4405.