



Logan's Biggest Picnic Neighbour Day 2019 Competition Terms and Conditions

GENERAL

- 1) Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
- 2) To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions will prevail.

WHO CAN ENTER

- 3) Entry into the Logan's Biggest Picnic Neighbour Day 2019 competition (competition) is open to all **residents** of the City of Logan.
- 4) Residents include all people who live within Logan City Council Local Government Area.
- 5) Employees, and their immediate families, of the Promoter, Logan City Council and associated agencies and companies can enter the competition, but are not eligible to receive the prizes for this competition. 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.
- 6) The Promoter is Logan City Council (ABN 21 627 796 435) of 150 Wembley Road Logan Central QLD 4114 (**'Promoter'**).
- 7) Any entrant who is under the age of 18, as of the date of entry, must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian may be called to verify their consent and may be required to sign a release at the discretion of the Promoter. The release may also require the entrant's parent or guardian to accept responsibility for the acts and forbearances of the entrant. The release must be completed with the full name, address and telephone number of the entrant's parent or guardian. Failure to provide such proof, particulars or releases will immediately invalidate the entrant's entitlement to any prize, subject to State and Territory legislation.

HOW AND WHEN TO ENTER

- 8) Entrants may enter in the competition during the Neighbour Day Promotional Period (defined below) by:
 - a) Organising a picnic with your neighbours in a local park at any time on the weekend of 30 - 31 March 2019
 - b) Registering your picnic at <https://tickets.myguestlist.com.au/v25c5cafd6bd30f/logans-biggest-picnic/>
- 9) Entrants may be asked for evidence of their event, including how they have invited their neighbours before allocating prizes.
- 10) By providing an entry into the competition the participant has understood that their entry and name may be selected to be published on www.logan.qld.gov.au/neighboursoflogan and on Council's Facebook page.
- 11) By entering the competition entrants agree and understand that all winning entrants will be contacted by the Promoter to arrange collection of the prize.
- 12) The Competition opens on **Monday 25 February 2019 00:01 EST** and closes when **20 eligible entries are received OR on Monday 25 March 2019 at 23:59 EST**, whichever arises first (**'Promotional Period'**).

SELECTION OF WINNERS

- 13) The first 20 eligible entrants to register their picnic will win a prize.
- 14) The 20 winning entries selected will be contacted by phone and/or email.
- 15) The 20 winning entries, including details of their event, may be announced on the promoters Neighbours of Logan website www.logan.qld.gov.au/neighboursoflogan.
- 16) Winners must collect their prize from the Logan City Council Administration Building at 150 Wembley Road, Logan Central, 4114, QLD. Under no circumstances will prizes be posted to a private residential address.

NUMBER OF ENTRIES PERMITTED

- 17) Only one entry is permitted per resident.
- 18) Multiple entries for the same event are not permitted.

PRIZES ON OFFER

- 19) Each winner will receive a gift voucher (prize) to the value of **\$50, including GST**.
- 20) Total prize value is **\$1,000, including GST**.
- 21) Prizes may be subject to further Terms and Conditions.



Logan's Biggest Picnic Neighbour Day 2019 Competition Terms and Conditions

FURTHER TERMS AND CONDITIONS

- 22) The Promoter reserves the right to amend these Terms and Conditions if this promotion cannot be run as originally planned. The Promoter may also cancel or suspend this promotion if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this promotion. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
- 23) The Promoter reserves the right to request evidence of planning and promotion of their picnic event.
- 24) 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 are reserved.
- 25) 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 at their discretion. 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.
- 26) The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
- 27) The Promoter reserves the right to rejudge in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
- 28) The selection is final and binding on each person who enters. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

Copyright, Statutory guarantees, Waiver and liability

- 29) All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. Logan City Council collects entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). We do not sell personal information to other organisations. We may disclose personal information to essential service providers connected to this competition including prize suppliers purely for the purposes of prize fulfilment for any winners. You may request access to your personal information by writing to The Privacy Officer, Legal Compliance Department, Logan City Council, of 150 Wembley Road Logan Central QLD 4114.
- 30) In participating in the competition, the winners agree to participate and co-operate as required in all editorial activities relating to the promotion, including but not limited to being interviewed and photographed. The winners agree to granting The Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners will not be entitled to any fee for such use.
- 31) Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State 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 competition.
- 32) Except for any liability that cannot by law be excluded, including the Non-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 from entry into the promotion including but not limited to: (a) any theft, unauthorised access or third party interference; (b) 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; (c) any variation in prize value to that stated in these Terms and Conditions; (d) any tax liability incurred by a winner or Entrant; or (e) use of a prize.



Logan's Biggest Picnic Neighbour Day 2019 Competition Terms and Conditions

- 33) Participation into the promotion is therefore at the participants risk with liability waived against the Promoter and its officer, employees, contractors and agents for any injury, illness, death or adverse changes in state of health (whether permanent or temporary), arising directly or indirectly from use of facilities or other services provided, whether supervised or not by Logan City Council staff.

For more information

Phone **3412 3412**

Visit www.logan.qld.gov.au/neighboursoflogan

Email council@logan.qld.gov.au
