

Fire Safety Digital 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) Subject to clause 4 and 5, entry is open to all residents of Australia over the age of 13, as of the date of entry, who have fulfilled the requirements set out below.
- 4) 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. The Promoter is Logan City Council (ABN 21 627 796 435) of 150 Wembley Road Logan Central QLD 4114 (**'Promoter'**)
- 5) 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

- 6) Entrants may enter this competition during the Promotional Period (defined below) by:
 - a) Filling in the online form at <http://www.logan.qld.gov.au/firesafety>. Entrants must supply information in all the required fields, including a name, phone number, email address as well as the written competition component (body of text).
 - b) Submit the competition entry by clicking the Submit button at the bottom of the online form. An email notification will then be sent to the entrant to confirm that the entry has been successfully submitted.
- 7) Each entry must be unique and received by the Promoter within the Promotional Period.
- 8) The Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process. In particular, entries or votes that are computer generated or are invalid and will not be accepted.
- 9) The competition commences on **Thursday 10th September 2015 at 17:00 AEST** and closes on **Wednesday 30th September 2015 at 23:59 AEST** (**'Promotional Period'**).

WINNER SELECTION

- 10) The judging panel will be made up of representatives from Logan City Council and T2 Electrical and Data,
- 11) The winners will be notified by Thursday 15th October 2015.
- 12) The Promoter may select additional entries to be used as replacements in the event that first entrants chosen as a winner cannot satisfy these Terms and Conditions or take a prize.
- 13) The winners will be notified either by phone or via email where applicable.

NUMBER OF ENTRIES PERMITTED

- 14) Multiple unique entries to this competition are permitted provided that each entry complies with these Terms and Conditions.

PRIZES ON OFFER

- 15) Total prize value per fire safety package is (over) **\$550.00, including GST**, as at Tuesday 10th September 2015. The prizes on offer are:

Prize	[full details]	[RRP for each prize]

Several Fire Safety Packages	Package includes: Full Fire Safety Assessment, smoke alarms and installation.	\$550.00 each package
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- 16) If the Promoter is unable to make contact a winner within 48 hours to claim fulfilment of the promotional prize or if a winner is unable to attend any element of the prize, that winner will forfeit the prize in its entirety and it shall be awarded to the next runner up in the promotion. The Promoter will not be liable for a winner who cannot be contacted and therefore forfeits their prize and no correspondence will be entered into.
- 17) Prizes/prize vouchers may be subject to further Terms and Conditions.

FURTHER TERMS AND CONDITIONS

- 18) The Promoter reserves the right to amend these Terms and Conditions if this competition cannot be run as originally planned. The Promoter may also cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
- 19) The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur; whilst undertaking any travel won on or connected with their entry; in the participation in any prize; as a consequence of late, lost or misdirected mail, email SMS or phone call; due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.
- 20) 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, subject to State Regulation. 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.
- 21) The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to ensure the winners receive their prizes. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
- 22) 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.
- 23) 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.
- 24) The judges' decision in relation to any aspect of the competition is final and binding on each person who enters. Chance plays no part in determining any winner. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. 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

- 25) 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.

- 26) In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) 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 (and their companions) will not be entitled to any fee for such use.
- 27) Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
- 28) 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 promotion.
- 29) 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 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) any tax liability incurred by a winner or Entrant; or (f) use of a prize.