

Live Well Logan Reward Card Scheme

- Terms and Conditions -

1. **GENERAL**

- 1.1. 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.
- 1.2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions will prevail.

2. **WHO CAN ENTER**

- 2.1. Subject to clause 4 and 5, entry is open to all residents of Australia, as of the date of entry, who have fulfilled the requirements set out below.
- 2.2. Employees, and their immediate families, of the Promoter, Logan City Council and associated agencies and companies can enter the promotion, and are eligible to receive the prizes for this reward scheme. The Promoter is Logan City Council (ABN 21 627 796 435) of 150 Wembley Road Logan Central QLD 4114 ('**Promoter**').
- 2.3. 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.

3. **HOW TO ENTER**

- 3.1. Entrants may enter this reward scheme during the Promotional Period between 1 July and 15 December 2019; and 13 January and 30 June 2020 by:
 - 3.1.1. Collecting: Collecting a reward card from an activity provider
 - 3.1.2. Gaining: Gain a stamp for every Live Well Logan activity you attend - 10 stamps required
 - 3.1.3. Entering: Enter the draw by sending the completed reward card to Council, enter as many cards as they like.
 - 3.1.4. Claiming: Claim your Live Well Logan prize pack if you are successful in the quarterly draw. Winners will be notified.
- 3.2. The Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process.
- 3.3. The reward scheme commences on Monday 1 July 2019 at 00.01 AEST and closes on Tuesday 30 June 2020 by 23.59 AEST.

4. **REWARD CARD SUBMISSION GUIDELINES**

- 4.1. Multiple unique entries to this competition are permitted provided that each entry complies with these Terms and Conditions.
- 4.2. Reward cards cannot be returned. By entering the promotion entrants agree and understand that Logan City Council is collecting your name, email address and phone number in order to facilitate entry in the Live Well Logan reward program, to make contact if successful in receiving a reward pack and to add you to a database to receive regular updates about the Live Well Logan program. The information will only be accessed by employees and/or Councillors of Logan City Council and the Service Providers contracted to conduct activities as part of Live Well Logan. Your information will not be given to any other person or agency. Unless you have given us permission to do so or we are required/authorised by law.
- 4.3. By providing an entry into the promotion the participant has understood the terms and conditions of entry.

5. **SELECTION OF WINNERS**

- 5.1. All eligible reward cards will be entered into a random selection process every three months. Both successful and unsuccessful entries will be discarded every three months following the quarterly winners draw, with new reward cards entered every month.
- 5.2. Winners of the reward scheme will be chosen at random by a Council representative on the last business day of the month every quarter.
- 5.3. The Promoter may select additional entries to be used as replacements in the event that the first entrant chosen as a winner cannot satisfy these Terms and Conditions or take a prize.
- 5.4. The winners, listed in clause 14, will be notified either by phone or email using their contact details noted on the reward card (name, phone number and email).
- 5.5. Winners of the promotion must collect their reward packs from a Customer Service Centre for Logan City Council within 90 days of notification unless otherwise agreed. Under no circumstances will reward packs be posted to a residential address.

6. **PRIZES ON OFFER**

- 6.1. The following prize is on offer: Live Well Logan Reward Pack

- 6.2. If the Promoter is unable to make contact with the winner within 30 days to claim fulfilment of the promotional 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.

7. FURTHER TERMS AND CONDITIONS

- 7.1. 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.
- 7.2. All entrants must submit ONLY their own reward cards. All entries become the property of the Promoter and cannot be returned. The winner may be required to sign a statutory declaration regarding the originality of the entry. Without limiting the generality, the Promoter reserves the right to take legal action against anyone found to have breached this term. 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.
- 7.3. 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.
- 7.4. 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.
- 7.5. 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.
- 7.6. The random selection is final and binding on each person who enters. Chance plays the only 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. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

8. COPYRIGHT, STATUTORY GUARANTEES, WAIVER AND LIABILITY

- 8.1. 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.
- 8.2. In participating in the reward scheme, 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.
- 8.3. 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.
- 8.4. 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.
- 8.5. 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:
- 8.5.1. any theft, unauthorised access or third party interference;
 - 8.5.2. 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;
 - 8.5.3. any variation in prize value to that stated in these Terms and Conditions;
 - 8.5.4. any tax liability incurred by a winner or Entrant; or
 - 8.5.5. use of a prize.
- 8.6. 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.